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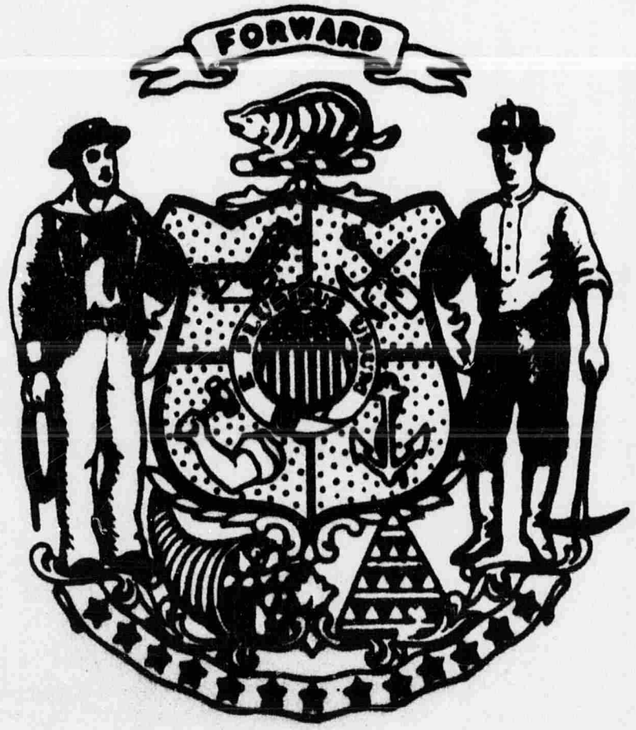
STATE OF WISCONSIN



SECRETARY OF STATE

RAILROAD MORTGAGES

VOL. 50

414.53

EASTERN WISCONSIN ABSTRACT CO.
SECURITY NATIONAL BANK BUILDING
SHEBOYGAN, WISCONSIN 53081

DIAL 457-5531

March 6, 1972

Secretary of State
Madison, Wisconsin

Dear Sir:

Re: Deed of release
First National Bank of Chicago to
Armour Leather Company

We enclose herewith deed of release from First National Bank of Chicago to Armour Leather Company releasing indenture of mortgage and deed of trust between Chicago and North Western Rail Road Company and the First National Bank of Chicago, which deed releases property located in Block 228 of the Original Plat of the City of Sheboygan.

We are not familiar with your recording fees but are enclosing our check in the amount of $4.00 which would be the recording fee for this document were it recorded in the office of the Register of Deeds.

Would you kindly record this deed and return the same to us and if the enclosed payment is inadequate advise us the correct fee.

Very truly yours,

/s/ JOHN M. HAYES

John M. Hayes

JMH:jt
enclosures

Form 2748-A-10

P-7074

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM Unto ARMOUR LEATHER COMPANY, a Delaware corporation ----------

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Sheboygan, County of Sheboygan, and the State of Wisconsin

and described as follows, to wit:

All of Lots 3, 4, 5, 6, 7, 8 and 9, in Block 228, as shown on the plat of the City of Sheboygan; together with those parts of Lots 1, 2, 10 and 11, and the alley, in said Block 228, lying Westerly of a line parallel with and distant 50 feet Northwesterly, measured radially, from the center line of the Chicago and North Western Railway Company spur track ICC No. 55, as said spur track is now located.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 23rd day of February A.D., Nineteen Hundred and Seventy-two.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ J. R. GRIMES
J. R. Grimes VICE PRESIDENT

ATTEST:

/s/ E. T. CASSIN
E. T. Cassin TRUST OFFICER

WITNESSES:

TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ S. HERNREITER

/s/ D. F. DONAHUE

Form 2748-A-12

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, T. Brunk, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. Grimes and E. T. Cassin to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me did severally depose and say that J. R. Grimes resides in CHICAGO, ILLINOIS and that E. T. Cassin resides in RIVER FOREST, ILLINOIS and they severally acknowledged to me that they are, respectively a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 23rd day of February A.D., Nineteen Hundred and Seventy-two.

(SEAL)

/s/ T. BRUNK
NOTARY PUBLIC

In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: SEP 17 1975

STATE OF WISCONSIN } ss.
Department of State }
Received this 8th day of March A. D. 19 72 at 2 o'clock P. M. and recorded in Vol. 50 of RR Mtg on page 1-2
Secretary of State

LAW OFFICES
DAVIS, WITKIN, FOLEY & WEIBY
TELEGRAM BUILDING
SUPERIOR, WISCONSIN 54880
TELEPHONE 394-6691
AREA CODE 715

J. L. DAVIS
HAROLD WITKIN
J. P. FOLEY
D. M. WEIBY

D. S. FARWELL

HAYWARD, WISCONSIN OFFICE
109 EAST SECOND STREET 54843
PHONE 715-634-2821

April 11, 1972

Mr. Robert C. Zimmerman
Secretary of State
State Capitol Building
Madison, Wisconsin 53702

Attn: Corporate Division

RE: Burlington Northern, Inc.
Superior Wholesale Liquor Company, Inc.

Dear Sir:

You will herewith find enclosed for filing partial release of mortgage in connection with the above matter.

You will note that the basic mortgage filing information for your office is contained in paragraph 2 of the partial release. Will you kindly do the necessary and return this document to this office after it has served your purpose.

Very truly yours,

FOR THE FIRM

/s/ J. L. DAVIS

J. L. Davis

JLD:cm

Encl.

PARTIAL RELEASE

THIS INDENTURE made this 13th day of March, 1972, by and among FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York and BURLINGTON NORTHERN, INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or real estate described in Exhibit A, attached hereto, is subject to the lien of the following described mortgages:

1. General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (successor by merger to The First National Bank of the City of New York), Trustee, as supplemented.

2. Consolidated Mortgage of Burlington Northern, Inc., dated March 2, 1970, to Morgan Guaranty Trust Company of New York and Jacob M. Ford II, Trustees.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin as follows:

Mortgage	Book	Page
General Gold Bond Mortgage, January 1, 1927	Vol. 21 RR Mtgs.	93
Consolidated Mortgage, March 2, 1970	Railroad Mortgages 49	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, was merged into and with Great Northern Pacific and Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture (No. 11), dated as of March 2, 1970, to said Graat Northern Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Great Northern Railway Company and has succeeded to and been substituted for Great Northern Railway Company in said mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said two mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that First National City Bank, as Trustee of said General Gold Bond Mortgage, and Morgan Guaranty Trust Company of New York, as Trustee of said Consolidated Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby forever release and discharge from the lien of said mortgages, respectively, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of their respective rights, title, interest, claim or demand whatsoever said First National City Bank and Morgan Guaranty Trust Company of New York may have acquired in, through, or by said Trust Mortgages, as such Trustees, in and to the property situate in Superior, County of Douglas, and State of Wisconsin, more fully described in said Exhibit A, hereto attached.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees, The reservations and exceptions, if any, set forth in said Exhibit A are intended to be for the benefit of First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interest so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter, or diminish the liens or encumbrances of the aforesaid mortgages or any supplements thereto on any of the properties covered by them respectively which are not hereby specifically released.

This release is made and accepted respectively by First National City Bank and Morgan Guaranty Trust Company of New York, as mortgage trustees without covenants or warranties, either expressed or implied in law or in equity, and shall be without recourse against First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees in any event or in any contingency.

IN WITNESS WHEREOF, said corporate mortgage trustees have caused this indenture to be signed and acknowledged or approved by one of their respective trust officers, and have caused their respective corporate seals to be hereunto affixed, and the same to be attested by the signatures of one of their respective assistant secretaries, or assistant trust officers, all as of the day and year first above written.

Signed, sealed and delivered
on behalf of First National
City Bank, as Trustee, in
presence of:

/s/ R. T. KIRCHNER
R. T. KIRTCHNER

/s/ ENZO L. CARBOCCI
ENZO L. CARBOCCI

FIRST NATIONAL CITY BANK,
as Trustee under General
Gold Bond Mortgage of Great
Northern Railway Company,
dated January 1, 1921.

By /s/ RALPH E. HOHNSON
Trust Officer

ATTEST:

/s/ P. P. FALCIGLIA
Assistant Trust Officer

Signed, sealed and delivered
on behalf of Morgan Guaranty
Trust Company of New York,
as Trustee, in presence of:

/s/ THOMAS W. PERRIN
Thomas W. Perrin

/s/ J. N. CREAN
J. N. Crean

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee under
Consolidated Mortgages of
Burlington Northern Inc.,
dated March 2, 1970

By /s/ R. E. SPARROW
Trust Officer

ATTEST:

/s/ M. J. THOMPSON
Assistant Secretary

(MORGAN GUARANTY TRUST SEAL)

STATE OF WISCONSIN)
Department of State) ss.
Received this 13th day of
April A. D. 1972 at 2
o'clock P. M. and recorded in Vol.
50 of RRM
on Page 3-5
Secretary of State

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 13th day of March, in the year 1972, before me, C. KLEINSTEUBER, a notary public, personally appeared RALPH E.JOHNSON to me known to be a Trust Officer of the First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said coropration, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 13th day of March, 1972.

/s/ CAMILLE KLESINTEUBER
Notary Public, City, County and State of New Yor,. My Commission expires:

(NOTARIAL STAMP)

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 22nd day of March, in the year 1972, before me, FRANK SCHLIERF, a notary public, personally appeared R. E. SPARROW, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said R. E. SPARROW acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 22nd day of March, 1972.

/s/ FRANK SCHLIERF
Notary Public, City, County and State of New York. My commission expires:

(NOTARIAL STAMP)

(NOTARIAL SEAL)

Superior, Wisconsin. Sale of former G. N. land to Superior Wholesale Liquor Company, Inc.

Exhibit "A"

The North 250 feet of the South 300 feet of the East 250 feet of the West 315 feet of the SW¼ SW¼, Section 15, Township 49 North, Range 14 West, Fourth Principal Meridian, Douglas County, Wisconsin.

BN 466 (File) | Superior (Station) | Douglas (County) | Wisconsin (State) | Release of Mortgage covering sale of land to Superior Wholesale Liquor Company (Remarks)

____ (A F E.) MAPS ____ (Right of Way) ____ (Engineer) V. S. ____ (Sale) ____ (Acquisition)

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May 22, 1972

Secretary of State
State Capitol
Madison, Wisconsin 53702

Attention: Mr. Greg Buenzli

Gentlemen:

Re: North Western Employees Transportation Corporation

We enclose for filing the Certificate of Incorporation and all Amendments thereto of the above named corporation, certified by the Secretary of State of the State of Delaware, togetner with a Delaware Certificate of Good Standing. Also enclosed is our firm check for $50.00 to cover the filing fee.

Last March we met in your office to discuss the procedure to be followed for the qualification of this Delaware corporation in Wisconsin. The purposes of the corporation, as set forth in Paragraph 3 in the enclosed Certificate of Incorporation, are:

"i. any and all aspects of the business of transportation (whether by land, water, or air, or by railroad, motor vehicle, pipe line or any other means) of freight passengers, mail, express, baggage and other property; and

ii. any lawful act or activity for which corporations may be organized under the general Corporation Law of Delaware."

In that connection, we advised you that the corporation had been formed with a principal objective of obtaining and operating the railroad presently being operated by the Chicago And North Western Railway Company, a Wisconsin corporation.

Our initial question at our meeting was whether we should follow the procedure set forth in Chapter 180 for the qualification of a foreign corporation. You pointed out that Section 180.02 (2) defines a foreign corporation as a corporation organized otherwise than under the laws of Wisconsin, except a railroad corporation. It was your opinion that the corporation in question qualified as a railroad corporation and would not, therefore, be subject to the provisions of Chapter 180 on the admission of foreign corporatinns.

Based upon past practice of your office in handling railroad corporations and your interpretation of the Wisconsin statutes, you advised us that the only requirement of the North Western Employees Transportation Corporation for qualification in Wisconsin was the filing of a certified copy of its Certificate of Incorporation.

We so advised North Western Employees Transportation Corporation and it has acted accordingly. As a result we are presenting today these documents for filing. At our earlier meeting you recalled that you had issued a certificate of some sort to another railroad corporation upon its following a similar procedure. You were of the opinion that a certificate could be issued to North Western Employees Transportation Corporatinn. We would appreciate your issuing such a certificate and sending it to our office for transmittal to North Western Employees Transportation Corporation.

Very truly yours,

BORGELT, POWELL, PETERSON & FRAUEN

Reuben W. Peterson

RWP:ml
Enc.
cc: Mr. Steiger

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CERTIFICATE OF INCORPORATION

OF

NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION

* * * * * * * * * * * * *

1. The name of the corporation is NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION.

2. The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The purposes of the corporation are to engage in:

(i) any and all aspects of the business of transportation (whether by land, water or air, or by railroad, motor vehicle, pipe line or any other means) of freight, passengers, mail, express, baggage and other property; and

(ii) any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000), and the par value of each of such shares is One Hundred Dollars ($100.00), amounting in the aggregate to One Hundred Thousand Dollars ($100,000.00).

5. At all elections of directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

6. The name and mailing address of the incorporator is as follows:

LARRY S. PROVO, 400 West Madison Street, Chicago, Illinois.

7. The name and mailing address of the person who will serve as the sole director until the first annual meeting of the sole stockholder or until his successor is elected and qualified, is as follows:

LARRY S. PROVO, 400 West Madison Street, Chicago, Illinois.

8. The corporation is to have perpetual existence.

9. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

10. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

11. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 23rd day of March, 1970.

/s/ LARRY S. PROVO
Larry S. Provo

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BE IT REMEMBERED that on this 23rd day of March, 1970, personally came before, a Notary Public in and for the State of Illinois, Larry S.Provo, who executed the foregoing certificate of incorporation, and being first duly sworn, acknowledged that he signed the foregoing document and that the facts stated therein are true.

GIVEN under my hand and seal of office the day and year aforesaid.

/s/ F. J. BROJ
Notary Public

(NOTARY SEAL)

My Commission Expires May 18,1970

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

BEFORE PAYMENT OF CAPITAL

OF

NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION

NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Certificate of Incorporation be and it hereby is, amended by:

1. Changing the Article thereof numbered "1" so that, as amended, said Article shall be and read as follows:

"The name of the corporation is CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY."

2. Changing the Article thereof numbered "4" so that, as amended, said Article shall be and read as follows:

"The total number of shares of capital stock which the corporation shall have authority to issue is 300,003 shares, of which 3 shares shall be Class T Common Stock with the par value of $50 per share ("Class T Common"), and 300,000 shares shall be Class A Common Stock with the par value of $50 per share ("Class A Common").

The Powers, preferences, relative rights, qualifications limitations and restrictions granted to or imposed upon the classes of the shares of capital stock or the holders thereof are as follows:

A. Class T Common

(1) Voting Rights:

Holders of Class T Common shall have the sole right to vote at all elections of directors of the corporation and, except as provided in Paragraph B(1)(a) of this Article 4, on all other matters submitted to the stockholders of the corporation. On any matter on which Class A Common is entitled to vote as a class as provided in Paragraph B(1)(a) of this Article 4, Class T Common shall also vote as a class. Each holder of Class T Common shall be entitled to one vote per share.

(2) Redemption:

On the date ("Redemption Date") ten years after the issuance thereof, the corporation shall redeem all outstanding shares of Class T Common at a price equal to the par value thereof, and all holders of then outstanding Class T Common shall surrender their shares to the corporation for redemption. Such redemption shall be automatically effected on the Redemption Date without the necessity of any action on the part of the corporation other than the tender of the redemption price to the holders of record of the then outstanding Class T Common at their addresses as shown on the books of the corporation, and regardless of whether the shares are surrendered on the Redemption Date. Prior to the Redemption Date, the corporation shall redeem at a price equal to the par value thereof, all, but not less than all, of the outstanding shares of Class T Common within 30 days of its receipt of written request for redemption. Such redemption shall be effective upon the date of tender of the redemption price to the holders of record of the then outstanding Class T Common at their addresses as shown on the books of the corporation without the necessity of any other action on the part of the corporation and regardless of whether the shares are surrendered on or before the date of such tender. The reissue of Class T Common following the redemption thereof shall be prohibited, and upon the redemption of the Class T Common, the authorized capital stock of the corporation shall be deemed, upon the filing of any proper certificate with the Secretary of State of Delaware, reduced to the extent of the Class T Common so redeemed.

(3) Dividends:

Holders of Class T Common shall not be entitled to receive dividends.

(4) Liquidation:

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, holders of Class T Common shall, after payment to holders of Class A Common of the per share par value of the outstanding shares of Class A Common, be entitled to receive the per share par value of Class T Common, and shall not share further in the assets of the corporation.

B. Class a Common

(1) Voting Rights:

(a) Prior to the redemption of the outstanding Class T Common, the holders of Class A Common shall have no right to vote at any election of directors of the corporation or on any other matter submitted to the stockholders of the stockholders of the corporation; except that they shall be entitled to vote as a class upon (i) a proposed amendment to the certificate of incorporation if the amendment would increase or decrease the aggregate number of authorized shares of Class A Common, increase or decrease the par value of the shares of such class, or alter or change the powers, preferences or special rights of the shares of such class so as to affect them adversely; (ii) any proposal for the merger or consolidation of the corporation whether or not the corporation shall be the survivor thereof (except any such merger for which under the Delaware Corporation Law no vote of any stockholder of the corporation would be required); and (iii) any proposal for the sale, lease or exchange of all or substantially all of the corporation's property and assets.

(b) After the redemption of the outstanding Class T Common, each holder of Class A Common shall be entitled to one vote per share.

(2) Redemption:

The Class A Common is not subject to redemption.

(3) Dividends:

Holders of Class A Common shall be entitled to receive such dividends as may be declared by the Board of Directors out of assets legally available therefor.

(4) Liquidation:

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, holders of Class A Common shall, subject to the provision pertaining to Class T Common, benentitled to share ratably in all assets available for distribution."

3. Deleting the Article thereof numbered "5"' and

4. Renumbering of Articles thereof numbered "6", "7", "8", "9", "10" and "11" as Articles "5", "6", "7", "8", "9" and "10", respectively.

SECOND: That the corporation has not received any payment for any of its stock.

THIRD: That the amendment was duly adopted in accordance with the provisions of Section 241 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION has caused its corporate seal to be hereunto affixed and this certificate to be signed by Richard M. Freeman, its Vice President, and attested by Thomas E. Greenland, its Assistant Secretary, this lst day of May, 1972.

CORPORATE SEAL

NORTH WESTERN EMPLOYEES
TRANSPORTATION CORPORATION

By /s/ RICHARD M. FREEMAN
Vice President

ATTEST:

/s/ THOMAS E. GREENLAND
Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BE IT REMEBERED that on this lst day of May, 1972, personally came before me, a Notary Public in and for the County and State aforesaid, Richard M. Freeman, Vice President of NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION, a corporation of the State of Delaware, and he duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation and the facts stated therein are true; and that the seal affixed to said certificate and attested by the Assistant Secretary of said corporation is the common or corporation seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ D.J. WALSH
Notary Public

(SEAL) NOTARIAL SEAL

STATE OF DELAWARE

OFFICE OF SECRETARY OF STATE

I, Walton H. Simpson, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing pages numbered from 1 to 2, both numbers inclusive, is a true and correct copy of Certificate of Incorporation of the "NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION", as received and filed in this office the twenty-fourth day of March, A.D. 1970, at 10 o'clock A.M.;

And I do hereby further certify that the above and foregoing pages numbered from 1 to 4, both numbers inclusive, is a true and correct copy of Certificate of Amendment Before Payment of Capital of the "NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION", changing the corporate title to "CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY", as received and filed in this office the second day of May, A. D. 1972, at 10 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this second day of May in the year of our Lord one thousand nine hundred and seventy-two.

(SEAL)

/s/ WALTON H. SIMPSON
Secretary of State

/s/ R. H. Celureff
Ass't Secretary of State

STATE OF DELAWARE

OFFICE OF SECRETARY OF STATE

I, Walton H. Simpson, Secretary of State of the State of Delaware, do hereby certify that the Certificate of Incorporation of the "NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION", was received and filed in this office the twenty-fourth day of March, A.D. 1970,at 10 o/clock A.M.

And I do hereby further certify that the said "NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION", filed a Certificate of Amendment Before Payment of Capital, changing its corporate title to "CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY", on the second day of May, A.D. 1972, at 10 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

And I do hereby further certify that the said "CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY", is the last known title of record of the aforesaid Corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this tenth day of May in the year of our Lord one thousand nine hundred and seventy-two.

(SEAL)

/s/ WALTON H. SIMPSON
Secretary of State

/s/ R. H. CELUREFF
Ass't Secretary of State

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of May A. D. 19 72 at 2 o'clock P M. and recorded in Vol. 50 of RRM page 6-10
Secretary of State

AMENDMENT OF THE CHARTER

AND CERTIFICATE OF INCORPORATION

of

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

ADOPTED JULY 13, 1971

* * * * * * * * * * *

RESOLVED, that the Amended Articles of Incorporation of Chicago and North Western Railway Company be amended to change the corporate name of Chicago and North Western Railway Company to Northwest Chemco, Inc.

* * * * * * * * * * *

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

PAUL J. WEIR and R. J. HILL, respectively Executive Vice President and Secretary of Chicago and North Western Railway Company, do hereby certify that the foregoing Amendment to the Amended Articles of Incorporation of said Chicago and North Western Railway Company was duly adopted by the stockholders of said Railway Company on said 13th day of July, 1971, by the following vote:

Classes of Shares	Number of Shares Outstanding	Number entitled to vote	Number Voted For	Against
Common Stock	2,347,811	2,347,811	2,337,978	214
Preferred Stock, Series A 5%	1,014,761	1,014,761	1,009,824	167

IN WITNESS WHEREOF, said PAUL J. WEIR and R. J. HILL, Executive Vice President and Secretary, respectively, of said Chicago and North Western Railway Company, have hereunto subscribed their names in certification of the foregoing and have caused the corporate seal of said Railway Company to be hereto affixed this 2nd day of June, A. D. 1972.

/s/ PAUL J. WEIR
Executive Vice President

(CORPORATE SEAL)

/s/ R. J. HILL
Secretary

STATE OF WISCONSIN } ss.
Department of State
Received this 5th day of June A. D. 19 72 at 2 o'clock P M. and recorded in Vol. 50 of RRM page 6-11
Secretary of State

STATE OF WISCONSIN

CONFIRMATORY DEED

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a railroad corporation of the State of Wisconsin, with its principal office at 400 W. Madison Street, Chicago, Illinois (hereinafter called the "Omaha Line") has conveyed all properties now owned, held, possessed, used or controlled by Omaha Line within the States of Iowa, Minnesota, Nebraska, South Dakota and Wisconsin unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation of the State of Delaware with its principal office at 400 W. Madison Street, Chicago, Illinois (hereinafter called the "Transportation Company"), and by these presents does hereby confirm said conveyance and for the consideration of One Dollar ($1.00) by these presents does particularly remise, release, assign, transfer, convey and quitclaim unto the Transportation Company, its successors, grantees and assigns, all of the Omaha Line's real property, together with all improvements, fixtures and appurtenances thereto, and tangible personal property of every kind and nature, wherever located, or now vested in, held, possessed, used or controlled by the said Omaha Line within the state of Wisconsin, said particular property being located in the following counties: Ashland, Barron, Bayfield, Buffalo, Burnett, Chippewa, Clark, Douglas, Dunn, Eau Claire, Jackson, Juneau, Monroe, Pierce, Polk, Price, St. Croix, Sawyer, Taylor, Trempealeau, Washburn, Wood, and without in anywise limiting the generality or all-inclusive scope of the foregoing, the following:

> All of the lines of railroad now or heretofore owned or operated by the Omaha Line or any one or more of its predecessor, subsidiary, affiliated, constituent or grantor companies, together with all of the estates, rights, powers, privileges, certificates of convenience and necessity, franchises, immunities and other property used in connection therewith by the Omaha Line or any of its predecessor, subsidiary, affiliated, constituent or grantor companies or in any way pertaining thereto;
>
> All of the Omaha Line's estate, right, title, interest, terms and remainders of terms, easements, franchises, privileges, permits, licenses, indemnities, warranties, and rights of action of whatsoever name and nature in law, admiralty or in equity in any and all properties or matters of every kind whatsoever, including any and all trackage, terminal or operating contracts or agreements or leases, and all extensions or renewals thereof, used or useable in connection with the aforesaid lines of railroad or appertaining thereto;
>
> All of the Omaha Line's rights of way, station grounds, railroad yards, terminals, terminal grounds, and other lands, tenements and hereditaments of whatever kind and description;
>
> All of the Omaha Line's main, branch, side, cut-off, spur, connecting, switch, industrial, storage, yard or terminal tracks, easements, estates, super structures, roadbeds, bridges, trestles, culverts, viaducts, buildings, depots, stations, office buildings, stockyards, warehouses, elevators, car houses, engine houses, freight houses, machine shops and other shops, turntables, fuel stations, water stations, signals, inter-locking plants, telegraph and telephone lines, fences, docks, structures, improvements and fixtures, and all mechanical equipment, machinery, tools, implements, furniture, supplies, materials, and other chattels, all locomotives and engines however propelled or operated, passenger, freight or other railway cars, derricks and other work equipment, or cars, buses, trucks, automobiles and other automotive machines and any and all other rolling stock and vehicles;
>
> All of the Omaha Line's coal, oil, gas, ore, rock, earth, and other minerals (whether similar or dissimilar to the minerals specifically mentioned and whether now known to exist or hereafter discovered) and any interest, right or title of any kind or character whatsoever in said minerals;

together with all of the rights, powers, privileges, franchises, immunities and other property used in connection therewith or appertaining thereto, or in which Omaha Line has any interest whatever.

Saving and excepting, however, from the above conveyance (1) certain shares of capital stock and certain unpaid dividends thereon, (2) certain claims or rights to any Federal or State income tax refunds or in connection with the use, for purposes of certain Federal or State income taxes or tax returns, of certain deductions, credits or other tax attributes, (3) certain cash or commercial paper, (4) a certain Hawker-Siddeley airplane, (5) certain Bonds of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, (6) certain office space, furnishings and equipment, (7) rights under a certain loan agreement, and (8) certain corporate franchises and minutes and stock books and

certain income tax returns and related files and certain other records, files and data, all as provided and described in the Atreement for Sale of Assets dated October 5, 1970, as amended, between Chicago and North Western Railway Company, certain of its subsidiaries (including Omaha) and Transportation Company (formerly named North Westerm Employees Transportation Corporation); and subject to all existing liens, charges, encumbrances and defects in title.

This Confirmatory Deed is executed by and shall be binding upon the Omaha Line and shall be effective as of 12:01 o'clock A.M. Central Standard Time, JUN 1 1972

IN WITNESS WHEREOF, the Omaha Line has executed this deed of conveyance on JUN 1 1972

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

By /s/ RICHARD P. STRUBEL (SEAL)
Richard P.Strubel, Vice Pres.

(CORPORATE SEAL)

ATTEST:

/s/ ELLIS A. BROCK (SEAL)
Ellis A.Brock, Assistant Sec.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, DAVID J. WALSH, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on JUN 1 1972 before me personally appeared RICHARD P. STRUBEL and ELLIS A. BROCK, personally known to me and by me known to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, respectively, of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation, who, being by me severally duly sworn, did severally acknowledge that they are Vice President and Assistant Secretary, respectively, of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation; and said RICHARD P. STRUBEL and ELLIS A. BROCK severally acknowledged to me that they signed, sealed and delivered the foregoing instrument as such Vice President and Assistant Secretary, respectively, of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company and in behalf of said corporation and by authority of its Board of Directors, and that the seal affixed to said instrument is the corporate seal of Chicago, Saint Paul, Minneapolis and Omaha Railway Company; and I further certify that said RICHARD P. STRUBEL and ELLIS A. BROCK then and there severally acknowledged to me that they executed said instrument as their free and voluntary act and deed as such Vice President and Assistant Secretary, respectively, and as the free and voluntary act and deed of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, and for the uses and purposes in said instrument set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as the Notary Public for the County of Cook, in the State of Illinois, on JUN 1 1972

/s/ DAVID J. WALSH
David J. Walsh
Notary Public
Cook County, Illinois

(NOTARIAL SEAL)

My commission expires July 18, 1975.

This instrument was drafted by Edward Warden
400 W. Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN } ss.
Department of State
Received this 6th day of June A. D. 19 72 at 10 o'clock A M. and recorded in Vol. 58 of R.R.M on page 13-74
Secretary of State

STATE OF WISCONSIN

CONFIRMATORY DEED

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a railroad corporation of the State of Wisconsin, with its principal office at 400 W. Madison Street, Chicago, Illinois (hereinafter called the "North Western") has conveyed all properties now owned, held, possessed, used or controlled by North Western within the States of Illinois, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin and Wyoming unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation of the State of Delaware with its principal office at 400 W. Madison Street, Chicago, Illinois (hereinafter called the "Transportation Company") and by these presents does hereby confirm said conveyance and for the consideration of One Dollar ($1.00) by these presents does particularly remise, release, assign, transfer, convey and quitclaim unto the Transportation Company, its successors, grantees and assigns, all of the North Western's real property, together with all improvements, fixtures and appurtenances thereto, and tangible personal property of every kind and nature, wherever located, or now vested,in, held, possessed, used or controlled by the said North Western within the State of Wisconsin, said particular property being located in the following counties: Adams, Ashland, Brown, Buffalo, Calumet, Columbia, Dane, Dodge, Florence, Fond du Lac, Forest, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Lafayette, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette, Milwaukee, Monroe, Oconto, Onieda, Outagamie, Ozaukee, Portage, Racine, Rock, Sauk, Shawano, Sheboygan, Trempealeau, Vilas, Walworth, Washington, Waukesha, Waupaca, Waushara, Winnebago, Wood, and without in anywise limiting the generality or all-inclusive scope of the foregoing, the following:

All of the lines of railroad now or heretofore owned or operated by the North Western or any one or more of its predecessor, subsidiary, affiliated,constituent or grantor companies, together with all of the estates, rights, powers, privileges, certificates of convenience and necessity, franchises, immunities and other property used in connection therewith by the North Western or any of its predecessor, subsidiary, affiliated, constituent or grantor companies or in any way pertaining thereto;

All of the North Western's estate, right, title, interest, terms and remainders of terms, easements, franchises, privileges, permits, licenses, indemnities, warranties, and rights of action of whatsoever name and nature in law, admiralty or in equity in any and all properties or matters of every kind whatsoever, including any and all trackage, terminal or operating contracts or agreements or leases, and all extensions or renewals thereof, used or useable in connection with the aforesaid lines of railroad or appertaining thereto;

All of the North Western's rights of way, station grounds, railroad yards, terminals, terminal grounds, and other lands, tenements and hereditaments of whatever kind and description;

All of the North Western's main, branch, side, cut-off, spur, connecting, switch, industrial, storage, yard or terminal tracks, easements, estates, super structures, roadbeds, bridges, trestles,culverts, viaducts,buildings, depots, stations, office buildings, stockyards, warehouses, elevators, car houses, engine houses, freight houses, machine shops and other shops, turntables, fuel stations, water stations, signals, interlocking plants, telegraph and telephone lines, fences, docks,structures, improvements and fixtures, and all mechanical equipment, machinery, tools, implements, furniture, supplies, materials, and other chattels, all locomotives and engines however propelled or operated, passenger, freight or other railway cars, derricks and other work equipment, or cars, buses, trucks, automobiles and other automotive machines and any and all other rolling stock vehicles;

All of the North Western's coal, oil, gas, ore, rock, earth, and other minerals (whether similar or dissimilar to the minerals specifically mentioned and whether now known to exist or hereafter discovered) and any interest, right or title of any kind or character whatsoever in said minerals;

together with all of the rights, powers, privileges, franchises, immunities and other property used in connection therewith or appertaining thereto, or in which North Western has any interest whatever.

Saving and excepting, however, from the above conveyance (1) certain shares of capital stock and certain unpaid dividends thereon, (2) certain claims or rights to any Federal or State income tax refunds or in connection with the use, for purposes of certain Federal or State income taxes or tax returns, of certain deductions, credits or other tax attributes, (3) certain cash or commercial paper, (4) a certain Hawker-Siddeley airplane, (5) certain Bonds of Chicago, Saint Paul,

Minneapolis and Omaha Railway Company, (6) certain office space, furnishings and equipment, (7) rights under a certain loan agreement, and (8) certain corporate franchises and minutes and stock books and certain income tax returns and related files and certain other records, files and data, all as provided and described in the Agreement for Sale of Assets dated October 5, 1970, as amended, between North Western, certain of its subsidiaries and Transportation Company (formerly named North Western Employees Transportation Corporation); and subject to all existing liens, charges, encumbrances and defects in title.

This Confirmatory Deed is executed by and shall be binding upon the North Western and shall be effective as of 12:01 o'clock A. M. Central Standard Time JUN 1 1972

IN WITNESS WHEREOF, the North Western has executed this deed of conveyance on JUN 1 1972

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By /s/ WALTER F. LUTZ (SEAL)
Walter F.Lutz, Vice President

(CORPORATE SEAL)

ATTEST:

/s/ RICHARD J.HILL (SEAL)
Richard J. Hill, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, DAVID J. WALSH, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on JUN 1 1972 before me personally appeared WALTER F. LUTZ and RICHARD J. HILL, personally known to me and by me known to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively, of Chicago and North Western Railway Company, a corporation, who, being by me severally duly sworn, did severally acknowledge that they are Vice President and Secretary, respectively, of said Chicago and North Western Railway Company, a corporation; and said WALTER F. LUTZ and RICHARD J.HILL severally acknowledged to me that they signed, sealed and delivered the foregoing instrument as such Vice President and Secretary, respectively, of said Chicago and North Western Railway Company and in behalf of said corporation and by authority of its Board of Directors, and that the seal affixed to said instrument is the corporate seal of Chicago and North Western Railway Company; and I further certify that said WALTER F. LUTZ and RICHARD J. HILL then and there severally acknowledged to me that they executed said instrument as their free and voluntary act and deed as such Vice President and Secretary, respectively, and as the free and voluntary act and deed of said Chicago and North Western Railway Company, and for the uses and purposes in said instrument set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook, in the State of Illinois, on JUN 1 1972

(NOTARIAL SEAL)

/s/ DAVID J. WALSH
David J. Walsh
Notary Public, Cook County, Illinois

My commission expires July 18, 1975.

This instrument was drafted by Edward Warden, 400 W. Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN, Department of State, ss.
Received this 6th day of June A. D. 1972 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 1546
Secretary of State

CHICAGO AND NORTH WESTERN TRANSPORTATION

COMPANY

TO

MANUFACTURERS HANOVER TRUST COMPANY

TRUSTEE

ASSUMPTION AGREEMENT

AND

SUPPLEMENTAL INDENTURE

TO

FIRST MORTGAGE

DATED AS OF MAY 1, 1929

OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA

RAILWAY COMPANY

AGREEMENT

This Assumption Agreement and Supplemental Indenture of Mortgage and Deed of Trust, dated as of the 1st day of June, 1972, between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "North Western Transportation"), party of the first part, and MANUFACTURERS HANOVER TRUST COMPANY(formerly named CENTRAL UNION TRUST COMPANY OF NEW YORK), a state banking association duly organized and existing under the laws of the State of New York, as Trustee (hereinafter called the "Trustee"), party of the second part,

WITNESSETH:

WHEREAS, Chicago, Saint Paul, Minneapolis and Omaha Railway Company,a Wisconsin corporation (hereinafter called the "Original Mortgagor"), executed and delivered to the Trustee its First Mortgage dated as of May 1, 1929 (hereinafter called the "Original Mortgage"), to secure bonds as in the Original Mortgage provided (hereinafter called "Bonds"); and

WHEREAS, pursuant to authority and approval granted by the Interstate Commerce Commission in an order dated April 28, 1972 in Finance Dockets 26371 and 26372, all the mortgaged premises were conveyed as an entirety, effective on the date hereof (which date is hereinafter called the "Sale Date"), in a duly authorized sale of assets (hereinafter called the "Sale"), effected in conformity with applicable law, to North Western Transportation; and

WHEREAS, North Western Transportation is a railroad corporation lawfully entitled to acquire and operate the mortgaged premises, and the Sale is on such terms as shall not impair the lien and security of the Original Mortgage or any of the rights and powers of the Trustee or of the bondholders thereunder; and

WHEREAS, Section 4 of Article Thirteen of the Original Mortgage permits the Original Mortgagor to convey or transfer all the mortgaged premises as an entirety to a railroad corporation existing under and by virtue of the laws of the United States or of any state or states, and entitled to acquire the same, provided that such conveyance shall be on such terms as shall not impair the lien and security of the original Mortgage, or any of the rights of the Trustee or of the bondholders thereunder, and that the corporation purchasing and receiving the conveyance and transfer of the mortgaged premises shall execute a supplemental indenture containing provisions prescribed by Article Thirteen of the Original Mortgage; and

WHEREAS, North Western Transportation is entering into this Assumption Agreement and Supplemental Indenture pursuant to Section 1 of Article Twelve of the Original Mortgage in order to comply with the terms of the Original Mortgage in connection with the conveyance of the mortgaged premises to North Western Transportation; and

WHEREAS, all conditions and requirements necessary to make this Assumption Agreement and Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled, and the execution and delivery hereof have in all respects been duly authorized;

NOW, THEREFORE, on consideration of the premises and of the mutual covenants herein contained and of the sum of Ten Dollars ($10.00) lawful money of the United States of America to North Western Transportation duly paid by the Trustee, the receipt of which by North Western Transportation is hereby acknowledged by it, and to comply with the terms and provisions of the Original Mortgage with respect to the conveyance of the mortgaged premises to North Western Transportation, it is agreed and covenanted by North Western Transportation with the Trustee for the benefit of the respective holders from time to time of the Bonds as follows, namely:

ARTICLE ONE

DEFINITIONS

SECTION 1. All terms defined in the Original Mortgage when used in this Assumption Agreement and Supplemental Indenture shall, unless otherwise defined herein or the context otherwise requires, have the meanings given to such terms in the Original Mortgage.

ARTICLE TWO

ASSUMPTION BY AND SUBSTITUTION OF NORTH WESTERN TRANSPORTATION

SECTION 1. North Western Transportation expressly assumes the due and punctual payment of the principal and interest of all of the Bonds and, subject to the provisions of the separate Agreement dated as of the date hereof between the parties hereto, the due and punctual performance and observance of all the covenants and conditions of the Original MOrtgage, to be kept, observed or performed by the Original Mortgagor.

SECTION 2. Subject to the provisions of this Assumption Agreement and Supplemental Indenture and of the aforementioned separate Agreement (the Original Mortgage as herein supplemented is hereinafter called the "Mortgage"), North Western Transportation shall succeed to and be substituted for the Original Mortgagor, with the same effect as if North Western Transportation had been originally named in the Original Mortgage, as the party of the first part thereto, and shall possess and from time to time may exercise each and every right and power under the Original Mortgage of the Original Mortgagor, and subject to the provisions of this Assumption Agreement and Supplemental Indenture and of the aforementioned separate Agreement, the terms "Railway Company" and "Chicago, Saint Paul, Minneapolis and Omaha Railway Company" and equivalent terms include and mean, for every purpose of the Mortgage, not only the Original Mortgagor, but also North Western Transportation.

ARTICLE THREE

CONCERNING THE TRUSTEE

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions set forth in the Original Mortgage as well as the following terms and conditions:

The recitals contained in this Assumption Agreement and Supplemental Indenture shall be taken as the statements of North Western Transportation and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the value or condition of the property conveyed to it in this Assumption Agreement and Supplemental Indenture, or as to the security afforded thereby, or as to the validity of the lien of this Assumption Agreement and Supplemental Indenture, and the Trustee shall incur no responsibility in respect of any such matters.

ARTICLE FOUR

GENERAL

SECTION 1. All provisions of the Original Mortgage which shall have been heretofore entered into shall remain in full force and effect except to the extent that such provisions are inconsistent with the provisions of this Assumption Agreement and Supplemental Indenture or of the separate Agreement dated as of the date hereof between the parties hereto.

SECTION 2. North Western Transportation may execute, either in its own name or in the name of the Original Mortgagor, any or all of such Bonds which shall not heretofore have been executed by the Original Mortgagor and authenticated in accordance with the Original Mortgage; and upon the order of North Western Transportation in lieu of the Original Mortgagor, and subject to all the terms, conditions and restrictions prescribed in the Mortgage, the Trustee shall authenticate and deliver any of such Bonds which shall have been previously executed and delivered by the officers of the Original Mortgagor for authentication, and any of such Bonds which North Western Transportation shall hereafter cause to be executed for that purpose. All the Bonds so issued shall in all respects have the same legal rank and security as the Bonds heretofore or hereafter issued in accordance with the terms of the Mortgage, as if all of said Bonds had been issued at the date of the execution of the Original Mortgage.

SECTION 3. This Assumption Agreement and Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such ccounterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY has caused this Assumption Agreement and Supplemental Indenture to be signed and acknowledged on its behalf by a Vice President, and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, and MANUFACTURERS HANOVER TRUST COMPANY, as Trustee, has caused this Assumption Agreement and Supplemental Indenture to be signed and acknowledged on its behalf by a Vice President, and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, all as of the day and year first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By /s/ RICHARD M.FREEMAN
Richard M. Freeman
Vice President

ATTEST:

/s/ G. L. VARGASON
G. L. Vargason
Assistant Secretary

(CORPORATE SEAL)

Witnesses to the signatures of the
officers of Chicago and North
Western Transportation Company

/s/ V. J. LUISI
V. J. Luisi

/s/ J. M. SAMPSON
J. M. Sampson

MANUFACTURERS HANOVER
TRUST COMPANY

By /s/ T. C. CRANE
T. C. Crane
Vice President

ATTEST:

/s/ JAMES FOLEY
James Foley
Assistant Secretary

(CORPORATE SEAL)

Witnesses to the signatures of the
officers of Manufacturers Hanover
Trust Company

/s/ T. C. KNIGHT
T. C. Knight

/s/ K. COSTINE
K. Costine

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, D. J. WALSH, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that RICHARD M. FREEMAN and G. L. VARGASON, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chicago and North Western Transportation Company and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 25th day of May, 1972.

My commission as such Notary Public expires July 18, 1975.

/s/ D. J. WALSH
D. J. Walsh

Notary Public in and for the County of Cook, in the State of Illinois

(NOTARIAL SEAL)

COUNTY OF NEW YORK)
) SS.
STATE OF NEW YORK)

I, JAN PISTEK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that T. C. CRANE and JAMES FOLEY, to me personally known and known to me to be respectively, a Vice President and an Assistant Secretary of Manufacturers Hanover Trust Company and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 26th day of May, 1972.

My commission as such Notary Public expires March 30, 1974.

/s/ JAN E. PISTEK
Jan Pistek

Notary Public in and for the County of New York, in the State of New York.

(NOTARIAL SEAL)

(NOTARIAL STAMP)

AGREEMENT

THIS AGREEMENT, dated as of the 1st day of June, 1972, between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter sometimes called "North Western Transportation"), and Manufacturers Hanover Trust Company (formerly Central Union Trust Company of New York), as Trustee (hereinafter called the "Trustee") under an indenture, dated May 1, 1929 (hereinafter called the "Indenture"), between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a Wisconsin corporatinn (hereinafter called "Oma") and the Trustee to secure Bonds (hereinafter called "Bonds") issued and to be issued thereunder,

WITNESSETH:

WHEREAS, Chicago and North Western Railway Company, a Wisconsin corporation (which has changed or will change its name to Northwest Chemco, Inc., and which is hereinafter called "Chemco"), as holder of the Bonds, Omaha and the Trustee are parties to an agreement, dated November 7, 1957, as supplemented by a supplemental agreement dated May 19, 1959, which agreement, as supplemented, provides, among other things, that it shall remain in full effect only until termination of a certain lease agreement between Omaha and Chemco, which lease agreement is to be terminated; and

WHEREAS, all of Omaha's property is to be conveyed and transferred to North Western Transportation pursuant to an Agreement for Sale of Assets, dated October 5, 1970, as amended, and North Western Trasnportation desires that provisions identical to those in the above mentioned agreement, dated November 7, 1957, and supplemental agreement, dated May 19, 1959, shall be applicable to it; and

WHEREAS, Omaha and Chemco by their consent appended hereto have become parties hereto;

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars lawful money of the United States of America to North Western Transportation duly paid by the Trustee, the receipt of which by North Western Transportation is hereby acknowledged by it, it is agreed and covenanted by North Western Transportation and the Trustee, as follows:

ARTICLE ONE

It is agreed that the following provisions and requirements of the Indenture are hereby waived and shall not be applicable or of force or effect:

(i) the replacement or substitution of property requirement imposed on Railway Company under Article Nine, Section 2 of the Indenture;

(ii) the following provisions of the concluding paragraph of Article Nine, Section 1 of the Indenture:

"The proceeds of any and all such sales and all moneys received as compensation for any property subject to this indenture taken by exercise of the power of eminent domain shall be set apart and held in trust by the Railway Company and applied, with the approval of the Trustee, to the purchase of other property, real or personal, or in betterments of or improvements upon any part of the mortgaged premises."

(iii) the following covenant contained in Article Five, Section 7 of the Indenture:

"The Railway Company * * * will at all times maintain, preserve and keep the mortgaged property, including all extensions thereof and additions thereto, and every part thereof, in thorough repair, working order and condition, and supplied with rolling stock, equipment, apparatus, appliances, tools and motive power of capacity adequate to the proper conduct and the natural increase of its business."

(iv) any requirement by the Trustee under Article Nine, Section 6. of the Indenture, or otherwise, that a request for the release of any part of the mortgaged premises from the lien of the mortgage be accompanied by an appraisal of the property for which a release is requested;

(v) any requirement by the Trustee of compliance with the provisions of Article Nine, Section 1, Paragraphs (a), (b), (c) and (d), to the extent that said provisions require any documents to be submitted in connection with a request for a release other than (a) the written request itself, including a description of the property, the release of which is requested, (b) a resolution adopted by the Board of Directors of Railway Company approving the request, and (c) the form of release submitted for execution by the Trustee;

(vi) the necessity under any circumstances for Trustee to advise with legal counsel, as provided in Article Ten, Section 1 of the Indenture, with respect to the propriety or legality of the execution of any release requested in accordance with the Indenture, as modified by this Agreement; and

(vii) any and all provisions of the Indenture requiring the maintenance by Railway Company of a Fiscal Office or Agency in the Borough of Manhattan, City and State of New York, for any purpose therein set forth, including an office or agency for the registration, transfer or exchange of Bonds; for payment of principal or interest on Bonds or coupons in accordance with the provisions of the Indenture; or for the service of notices or demands in respect of all of said Bonds and Coupons.

ARTICLE TWO

SECTION 1. The recitals contained in this Agreement are made by North Western Transportation and the Trustee assumes no responsibility therefor.

SECTION 2. All provisions of the Indenture shall remain in full force and effect, except to the extent that such provisions are inconsistent with the provisinns of this Agreement.

SECTION 3. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute together but one and the same instrument.

IN WITNESS WHEREOF, Chicago and North Western Transportation Company and Manufacturers Hanover Trust Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By /s/ RICHARD M. FREEMAN
Richard M. Freeman
Vice President

ATTEST:

/s/ G. L. VARGASON
G. L. Vargason
Assistant Secretary

(CORPORATE SEAL)

Witeneses to the signatures of
the officers of Chicago and North
Western Transportation Company.

/s/ V. J. LUISI
V. J. Luisi

/s/ J. M. SAMPSON
J. M. Sampson

MANUFACTURERS HANOVER
TRUST COMPANY

By /s/ T. C. CRANE
T. C. Crane
Vice President

ATTEST:

/s/ JAMES FOLEY
James Foley
Assistant Secretary

(CORPORATE SEAL)

Witnesses to the signatures of
the officers of Manufacturers
Hanover TrustmCompany

/s/ T. C. KNIGHT
T. C. Knight

/s/ K. COSTINE
K. Costine

The undersigned, Chicago, Saint Paul, Minneapolis and Omaha Railway Company, consents to the provisions of the foregoing Agreement and hereby becomes a party thereto for the purposes of Article One thereof. The undersigned, Chicago and North Western Railway Company, the holder of all Bonds outstanding under the Indenture referred to in the foregoing Agreement, hereby directs the Trustee referred to in such Agreement not to require the performance of, or to engage in any of, the practices waived by such Agreement and hereby agrees with such Trustee that: (a) such Trustee shall not be liable for, but shall be fully protected in respect of, the execution of any release in accordance with the provisions of such Agreement, and (b) it will not transfer any Bonds issued under such Indenture without notifying the transferee, in a manner satisfactory to such Trustee, of such Agreement and obtaining the consent of the transferee in the same form as herein contained.

Dated as of the date of the foregoing Agreement.

CHICAGO, SAINT PAUL, MINNEAPOLIS
AND OMAHA RAILWAY COMPANY

By /s/ WALTER F. LUTZ
Walter F. Lutz
Vice President

ATTEST:

/s/ B. J. HILL
B. J. HILL
Secretary

(CORPORATE SEAL

CHICAGO, SAINT PAUL, MINNEAPOLIS
AND OMAHA RAILWAY COMPANY

By /s/ WALTER F. LUTZ
Walter F. Lutz
Vice President

ATTEST:

/s/ B. J. HILL
B. J. Hill
Secretary

(CORPORATE SEAL)

Witnesses to the signatures of the
officers of Chicago, Saint Paul,
Minneapolis and Omaha Railway
Company.

/s/ R. F. SWENSON
R. F. Swenson

/s/ JoANN M. TSOODLE
JoAnn M. Tsoodle

CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

By /s/ WALTER F. LUTZ
Walter F. Lutz
Vice President

ATTEST:

/s/ B. J.HILL
B. J. Hill
Secretary

(CORPORATE SEAL)

Witnesses to the signatures of
the officers of Chicago and North
Western Railway Company

/s/ R. F. SWENSON
R. F. Swenson

/s/ JoANN M. TSOODLE
JoAnn M. Tsoodle

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I. D. J. WALSH, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that RICHARD M. FREEMAN and G. L. VARGASON, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chicago and North Western Transportation Company and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 25th day of May, 1972.

My commission as such Notary Public expires July 18, 1975.

/s/ D. J. WALSH
D. J. Walsh

(NOTARIAL SEAL)

Notary Public in and for the
County of Cook, in the State of
Illinois.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, JAN PISTEK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that T. C. CRANE and JAMES FOLEY, to me personally known and known to me to be, respectively, a Vice President and An Assistant Secretary of Manufacturers Hanover Trust Company and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 26th day of May, 1972.

My commission as such Notary Public expires March 30, 1974.

/s/ JAN PISTEK
Jan Pistek

(NOTARIAL SEAL)

(NOTARIAL STAMP)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I. F. J. BROJ, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY THAT WALTER F. LUTZ and R. J. HILL, to me personally known and known to me to be, respectively, a Vice President and the Secretary of Chicago, Saint Paul, Minneapplis and Omaha Railway Company and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and the Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 25th day of May, 1972.

My commission as such Notary Public expires May 19, 1974.

/s/ F. J. BROJ
Notary Public in and for the County of Cook, in the state of Illinois.

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I. F. J. BROJ, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY THAT WALTER F. LUTZ AND R. J. HILL, to me personally known and known to me to be, respectively, a Vice President and the Secretary of Chicago and North Western Railway Company and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and the Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 25th day of May, 1972.

My commission as such Notary Public expires May 19, 1974.

/s/ F. J. BROJ
F. J. Broj

(NOTARIAL SEAL)

Notary Public in and for the County of Cook, in the State of Illinois.

STATE OF WISCONSIN)
Department of State) ss.
Received this 6th day of June A. D. 1972 at 10 o'clock A M. and recorded in Vol. 50 of R R M on page 17-25.

Secretary of State

ASSUMPTION AGREEMENT

AND

SEVENTH SUPPLEMENTAL INDENTURE

CHICAGO AND NORTH WESTERN TRANSPORTATION

COMPANY

TO

THE FIRST NATIONAL BANK OF CHICAGO,

TRUSTEE

Assumption of Mortgage

by

Chicago and North Western Transportation Company

Supplementing and Amending

Indenture of Mortgage

and Deed of Trust

of Chicago and North Western

Railway Company

Dated as of January 1, 1937

This Assumption Agreement and Seventh Supplemental Indenture of Mortgage and Deed of Trust, dated as of the 1st day of June, 1972, between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "North Western Transportation"), party of the first part, and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at One First National Plaza, in the City of Chicago, State of Illinois, as Trustee under the Indenture of Mortgage and Deed of Trust hereinafter mentioned (hereinafter called the "Trustee"), party of the second part,

WITNESSETH:

WHEREAS, Chicago and North Western Railway Company,a Wisconsin corporation (hereinafter called the "Original Mortgagor"), executed and delivered to the Trustee an Indenture of Morrtage and Deed of Trust dated as of January 1, 1939 (hereinafter called the "Original Mortgage"), to secure an issue of First Mortgage Bonds, unlimited in aggregate principal amount except as therein otherwise provided; and

WHEREAS, the Original Mortgagor and the Trustee entered into six indentures, dated January 5, 1945, February 19, 1957, July 8, 1959, July 19,1961, January 1, 1962 and March 31, 1970, respectively, supplemental to the Original Mortgage (the Original Mortgage as supplemented by said six indentures is hereinafter called the "Mortgage");

WHEREAS, on the date hereof $46,638,000 principal amount of First Mortgage 3% Bonds, Series B, due January 1, 1989, including Bonds held in treasury, are issued and outstanding under the Mortgage; and

WHEREAS, pursuant to authority and approval granted by the Interstate Commerce Commission in an order dated April 28, 1972 in Finance Dockets 26371 and 26372, all or substantially all of the mortgaged property was sold, effective as of the date hereof (which date is hereinafter called the "Sale Date"), in a duly authorized sale of assets (hereinafter called the "Sale"O, effected in conformity with applicable law, to North Western Transportation; and

WHEREAS, north Western Transportation is lawfully entitled to acquire and operate the mortgaged property, and the Sale is on such terms as fully preserve the lien and security of the Mortgage and the rights and powers of the Trustee and of the holders of the Bonds thereunder; and

WHEREAS, Section 1 of Article IX of the Mortgage permits the Original Mortgagor to convey all or substantially all of the mortgaged property to another corporation lawfully entitled to acquire and operate the mortgaged property, provided that such conveyance shall be on such terms as shall fully preserve the lien and security of the Mortgage and the rights and powers of the Trustee and of the holders of the Bonds thereunder, and that the successor corporation resulting from such conveyance shall execute a supplemental indenture containing provisions prescribed by Article IX of the Mortgage; and

WHEREAS, North Western Transportation is entering into this Assumption Agreement and Seventh Supplemental Indenture in order to comply with the terms of the Mortgage in connection with the Sale; and

WHEREAS, all conditions and requirements necessary to make this Assumptinn Agreement and Seventh Supplemental Indenture (the Mortgage as herein supplemented is hereinafter called the "Assumed Mortgage") a valid, binding and legal instrument have been done, performed and fulfilled, and the execution and delivery hereof have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and of the sum of Ten Dollars ($10.00) lawful money of the United States of America to North Western Transportation is hereby acknowledged by it, and to comply with the terms and provisions of the Mortgage with respect to the Sale, it is agreed and covenanted by North Western Transportation with the Trustee for the benefit of the respective holders from time to time of the Bonds as follows, namely:

ARTICLE ONE

DEFINITIONS

SECTION 1. All terms defined in the Mortgage when used in this Assumption Agreement and Seventh Supplemental Indenture shall, unless otherwise defined herein or the context otherwise requires, have the meanings given to such terms in the Mortgage.

ARTICLE TWO

ASSUMPTION BY AND SUBSTITUTION OF NORTH WESTERN

TRANSPORTATION

SECTION 1. North Western Transportation expressly assumes the due and punctual payment of the principal of and interest on all of the Bonds according to their tenor and purport, and the due and punctual performance of all of the terms, covenants and conditions of the Assumed Mortgage required to be kept, preserved and performed by the Original Mortgagor.

SECTION 2. Subject to the provisions of this Assumption Agreement and Seventh Supplemental Indenture, North Western Transportation shall succeed to and be substituted for the Original Mortgagor with the same force and effect as if North Western Transportation had been named in and had executed the Mortgage as the party of the first part thereto, and shall have and possess and may exercise, subject to the terms and conditions of the Assumed Mortgage, each and every power, authority and right therein reserved to or conferred upon the Original Mortgagor, and subject to the provisions of this Assumption Agreement and Seventh Supplemental Indenture, the term "Railway Company" includes and means, for every purpose of the Assumed Mortgage, including the execution, issue and use of any and all Bonds issued or issuable thereunder, not only the Original Mortgagor, but also North Western Transportation.

ARTICLE THREE

LIEN OF MORTGAGE

SECTION 1. The Assumed Mortgage shall not by reason of the Sale, or this Assumption Agreement and Seventh Supplemental Indenture, or otherwise, constitute or become a lien upon, and the term "mortgaged property" as used in the Assumed Mortgage shall not include or comprise:

(a) any property or franchise which was acquired by North Western Transportation before the Sale Date or pursuant to an Agreement for Sale of Assets dated October 5,1970, as amended, between the Original Mortgagor and its selling transportation subsidiaries and North Western Transportation (formerly named North Western Employees Transportation Corporation) and which prior to the Sale Date was not subject to the lien of the Mortgage; or

(b) any property or franchise which may be purchased, constructed or otherwise acquired by North Western Transportation after the Sale Date, excepting only the property, rights and franchises referred to in Sections 2 and 3 of this Article Three, which, as and when purchased, constructed, or otherwise acquired by North Western Transportation, shall be and become subject to the lien of the Assumed Mortgage.

SECTION 2. North Western Transportation hereby confirms the lien of the Assumed Mortgage upon the mortgaged property, and hereby conveys to the Trustee, and subjects to the lien and operation of the Assumed Mortgage as fully as though the Sale had not taken place and the same had been acquired or made by the Original Mortgagor:

(a) All property heretofore or hereafter acquired with monies from the Capital Fund, or with cast at any time now or hereafter held under the Assumed Mortgage by the Trustee, or in exchange for property released from the lien of the Assumed Mortgage, or the acquisition or construction of which has been or shall be made the basis for the authentication and delivery of Bonds or for the withdrawal of cahs under any provision of the Assumed Mortgage;

(b) All betterments, extensions, improvements and additions of, to, upon or for the property, rights and franchises subject to the lien of the Assumed Mortgage;

(c) All repairs, renewals, replacements, substitutions and alterations of, to, upon or for such property, rights and franchises;

(d) All property, rights and franchises acquired pursuant to any covenant contained in the Assumed Mortgage which may be purchased, constructed, or otherwise acquired by North Western Transportation from and after the Sale Date; and

(e) All other property of every kind and description, whether real, personal or mixed, whether tangible or intangible, and whether consisting of present or future interest, hereafter constructed or acquired by North Western Transportation which is appurtenant to any property subject to the lien of the Assumed Mortgage.

SECTION 3. North Western Transportation covenants that all property and franchises hereafter acquired by it and necessary to the full and complete performance of any covenant contained in the Assumed Mortgage, including covenants relating to the deposit of securities, to the maintenance and upkeep of the mortgaged property, to the supply to the lines of railroad included therein of adequate and efficient equipment, to the making of all needful and proper repairs, renewals, replacements, substitutions and alterations, and to the preservation and keeping in full effect of all rights, franchises and privileges subject to the lien of the Assumed Mortgage, shall be conclusively deemed and taken to be acquired by it in the performance of such covenant and to have become subject to the lien of the Assumed Mortgage.

SECTION 4. North Western Transportation covenants to keep the mortgaged property, so far as practicable, readily identifiable; and stipulates that the Trustee shall not be taken impliedly to waive, by accepting and joining in this Assumption Agreement and Seventh Supplemental Indenture, any rights it would otherwise have.

ARTICLE FOUR

CONCERNING THE TRUSTEE

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions set forth in the Assumed Mortgage as well as the following terms and conditions:

The recitals contained in this Assumption Agreement and Seventh Supplemental Indenture shall be taken as the statements of North Western Transportation alone and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the value or condition of the property conveyed to it in this Assumption Agreement and Seventh Supplemental Indenture, or as to the security afforded thereby, or as to the validity of the lien of this Assumption Agreement and Seventh Supplemental Indenture, and the Trustee shall incur no responsibility in respect of any such matters.

ARTICLE FIVE

GENERAL

SECTION 1. All provisions of the Mortgage shall remain in full force and effect except to the extent that such provisions are inconsistent with the provisions of this Assumption Agreement and Seventh Supplemental Indenture.

SECTION 2. The Trustee, upon the order of North Western Transportation, and subject to all the terms, conditions and limitations prescribed in the Assumed Mortgage, shall authenticate any and all Bonds which previously shall have been signed by the Original Mortgagor and delivered to the Trustee for authentication, and any Bonds which North Western Transportation shall hereafter cause to be signed and delivered to the Trustee for such purpose, and deliver the same to North Western Transportation or upon its order.

All Bonds issued by North Western Transportation shall in all respects have the same legal rank and security as the Bonds heretofore issued in accordance with the terms of the Mortgage by the Original Mortgagor. Changes in phraseology and form (but not in substance) may be made in the Bonds and coupons hereafter to be issued, if the Trustee shall so request, as may be appropriate to reflect the Sale.

SECTION 3. Available Net Income of the Railway Company for the calendar year 1972 shall be the sum of (i) the Available Net Income of the Original Mortgagor for the period from January 1, 1972 to the Sale Date, and (ii) the Available Net Income of North Western Transportation for the period from and including the Sale Date to December 31, 1972.

SECTION 4. This Assumption Agreement and Seventh Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY has caused this Assumption Agreement and Seventh Supplemental Indenture to be signed and acknowledged on its behalf by a Vice President, and its corporate seal to be hereunto affixed and to be attested by an Assistant Secretary and THE FIRST NATIONAL BANK OF CHICAGO, as Trustee, has cuased this Assumption Agreement and Seventh Supplemental Indenture to be signed and acknowledged on its behalf by a Vice President or an Assistant Vice President, and its corporate seal to be hereunto affixed and to be attested by an Assistant Secretary all as of the day and year first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

(CORPORATE SEAL)

By /s/ I. ROBERT BALLIN
I.Robert Ballin Vice President

ATTEST:

/s/ E. C. MARQUARDT
E. C. Marquardt
Assistant Secretary

Witnesses to the signatures of the
officers of Chicago and North Western
Transportation Company.

/s/ R. N.WERDEL
R. N. Werdel

/s/ F. V. KOVAL
F. V. Koval

THE FIRST NATIONAL BANK OF
CHICAGO

ATTEST:

By /s/ A. R. MENARD
A. R. Menard
Assistant Vice President

/s/ T. F. GROVE
T. F. Grove
Assistant Secretary

(CORPORATE SEAL)

Witnesses to the signatures of the
officers of The First National
Bank of Chicago

/s/ L. PAPIERZ
L. Papierz

/s/ K. BREUER
K. Breuer

The undersigned hereby agrees and acknowledges that the Sale and the Assumed Mortgage are on such terms as fully preserve and in no respects impair the present lien and security of the Mortgage or the rights and powers of the Trustee and of the Bondholders thereunder and that the Sale and the Assumed Mortgage do not release the undersigned as a primary obligor for the payment of principal and interest, when due and payable, on Bonds outstanding under the Mortgage on the date of the foregoing Assumption Agreement and Seventh Supplemental Indenture.

CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

By /s/ RICHARD P. STRUBEL
Richard P. Strubel
Vice President

(CORPORATE SEAL)

ATTEST:

/s/ R. J. HILL
R. J. Hill
Secretary

Witnesses to the signatures of the officers of Chicago and North Western Railway Company.

/s/ MARGARET R. HANLON
Margaret R. Hanlon

/s/ LORETTA A. LISOWSKI
Loretta A. Lisowski

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I. D. J.WALSH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that I. ROBERT BALLIN, personally known to me to be a Vice President of Chicago and North Western Transportation Company, a Delaware corporation, and E. C. MARQUARDT, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person, and, being by me duly sworn, deverally said and acknowledged that they are a Vice President and an Assistant Secretary, respectively, of said corporation, that they signed and delivered said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said oorporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation.

GIVEN under my hand and notarial seal this 30th day of May, A. D. 1972.

/s/ D. J. WALSH
D. J. Walsh

Notary Public

My Commission Expires July 18, 1975

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I. T. BRUNK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A. R. MENARD, personally known to me to be an Assistant Vice President of the First National Bank of Chicago, a national banking association, and T. F. GROVE, personally known to me to be an Assistant Secretary of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, appeared before me this day in person, and, being by me duly sworn, severally said and acknowledged that they are, an Assistant Vice President and Assistant Secretary, respectively, of said association, that they signed and delivered said instrumant as Assistant Vice President and Assistant Secretary of said association, and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the By-laws of said association, as their free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set

forth, and that the seal affixed to said instrument is the corporate seal of said association.

GIVEN under my hand and notarial seal this 30th day of May, A. D., 1972.

/s/ T. BRUNK
T. Brunk
Notary Public

My commission expires September 17,1975.

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, F. J. BROJ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD P. STRUBEL, personally known to me to be a Vice President of Chicago and North Western Railway Company, a Wisconsin corporation, and R. J. Hill, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, appeared before me this day in person, and, being by me duly sworn, deverally said and acknowledged that they are a Vice President and the Secretary, respectively, of said corporation, that they signed and delivered said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation.

GIVEN under my hand and notarial seal this 30th day of May, A. D., 1972.

/s/ F. J. BROJ
Notary Public

My commission expires May 19, 1974.

(NOTARIAL SEAL)

STATE OF WISCONSIN)
Department of State) ss.
Received this 6th day of
June A. D. 19 72 at 10
o'clock A M. and recorded in Vol.
50 of R.R.D.
on page 96-31
Secretary of State

INDENTURE OF MORTGAGE AND

SECURITY AGREEMENT

THIS INDENTURE OF MORTGAGE AND SECURITY AGREEMENT (hereinafter, together with any amendments and supplements which may be made hereto, called "Mortgage and Security Agreement"), dated as of the 1st day of June, 1972 between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (formerly named North Western Employees Transportation Corporation), a Delaware corporation (hereinafter called "Company"), having its principal office at 400 West Madison Street, Chicago, Illinois, party of the first part, and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter sometimes called "Mortgagee"), having its principal office at 400 West Madison Street, Chicago, Illinois, party of the second part,

WITNESSETH:

WHEREAS, pursuant to a certain Agreement, dated October 5, 1970, as amended by Amendatory Agreement dated April 20, 1972 (hereinafter called the "Sale Agreement"), by and between Sellers (hereinafter defined) and Company, Sellers have,contemporaneously with the execution and delivery of this Mortgage and Security Agreement, conveyed and transferred certain assets to Company and a Subsidiary of Company;

WHEREAS, in consideration of such conveyance and transfer, and under or pursuant to the Sale Agreement, Company and a Subsidiary of the Company have entered into certain agreements with and assumed certain obligations of Sellers (which agreements and assumptions are more fully described in the definition of the term "Secured Obligations", hereinafter defined); and

WHEREAS, all acts and things prescribed by law and by the Certificate of Incorporation and By-Laws of Company necessary to make this Mortgage and Security Agreement valid and legally binding on Company in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, THIS INDENTURE OF MORTGAGE AND SECURITY AGREEMENT WITNESSETH, that in order to secure the payment on or before January 1, 1989 of all Secured Obligations, whether now or hereafter existing or arising, which have or shall become due and payable, whether by acceleration of maturity or otherwise, on or before such date not exceeding, however, the aggregate amount of $400,000,000, and interest thereon, and the performance and observance of the covenants, agreements and conditions contained in this Mortgage and Security Agreement, and in consideration of the premises, of the consummation of the sale provided for in the Sale Agreement and of the sum of Ten Dollars in hand paid by Mortgagee to Company upon the execution and delivery of this Mortgage and Security Agreement, receipt whereof is hereby acknowledged, Company has granted, bargained, sold, conveyed, released, confirmed, mortgaged, pledged, granted a security interest in, assigned, transferred and set over, and by these presents does hereby grant, bargain, sell, convey, release, confirm, mortgage, pledge, grant a security interest in, assign,transfer and set over, unto and in favor of Mortgagee and its successors and assigns, subject to the terms of this Mortgage and Security Agreement, all of the estate, right, title and interest of Company in and to the following described property, rights, privileges and franchises:

FIRST. All lines of railroad and tracks now or hereafter owned by Company, including the folbw - ing (main lines of railroad now owned by Company are described in I through XIX below, with approximate mileages shown being as at June 1, 1972):'

		Miles
I	A line of railroad beginning at the Passenger Terminal Station, at the intersection of Canal and Madison Streets, in the City of Chicago, Illinois, and extending in a westerly direction by way of Dixon, in the State of Illinois, thence westerly by way of Clinton, Cedar Rapids and Boone, in the State of Iowa, to Council Bluffs, Iowa, having a length of about	484.42
II	A line of railroad extending from Nelson, Illinois, southerly via Peoria to De Camp, Illinois, including a line from Kickapoo Junction to Peoria Junction, Illinois, having a length of about	201.58

		Miles
III	A line of railroad beginning at Missouri Valley, in the State of Iowa, and extending westerly (including between California Junction, Iowa, and Freemont, Nebraska via Norfolk, Oakdale and Chadron, in the State of Nebraska, to Casper in the State of Wyoming, having a length of about	635.40
IV	A line of railroad beginning at Clybourn, in the City of Chicago, State of Illinois, and extending therefrom in a northesterly direction by way of Crystal Lake and Harvard, in the State of Illinois; Clinton Junction, Janesville, Madison, Elroy and Sparta, in the State of Wisconsin; Winona, Mankato and Tracy, in the State of Minnesota; and thence by way of Huron and Pierre to Rapid City, in the State of South Dakota, having a length of about	894.45
V	A line of railroad beginning at said Passenger Terminal Station, in the City of Chicago, State of Illinois, and extending therefrom northerly by way of Evanston, Illinois, Kenosha, Racine, Milwaukee, Fond du Lac, Oshkosh, Green Bay, in the State of Wisconsin, and via Menominee and Escanaba to Ishpeming, in the State of Michigan, having a length of about	387.50
VI	A line of railroad beginning at Tower CF, near Oshkosh, in the State of Wisconsin, and extending northwesterly by way of Hortonville, Eland, Monico, Rhinelander and Hurley, in the State of Wisconsin, to Ashland, Wisconsin, having a length of about	255.72
VII	A line of railroad beginning at the Burlington Northern Railway Terminal at Minneapolis, Minnesota and extending in an easterly direction via St. Paul and Stillwater Junction, Minnesota, and Hudson, Woodville, Menomonie Junction, Fairchild, Merrillan to Wyeville in the State of Wisconsin, having a length of about	186.85
VIII	A line of railroad beginning at Northline, Wisconsin, and extending therefrom northerly via New Richmond, Turtle Lake, Spooner, Trego, Hayward, Cable, Ashland Junction and Washburn, to the terminal at Bayfield, Wisconsin having a length of about	177.53
IX	A line of railroad beginning at Eau Claire, Wisconsin, and extending therefrom northerly via Chippewa Falls, Rice Lake, Tuscobia, Spooner, Trego, Hawthorne, Itasca and Superior, Wisconsin, to Duluth, Minnesota, having a length of about	152.73
X	A line of railroad beginning at Passenger Terminal at St. Paul, Minnesota, and extending therefrom southwesterly via Cliff, Shakopee, Merriam, Mankato, Lake Crystal, Madelia, St. James and Worthington, Minnesota and LeMars, Iowa to Sioux City, Iowa, having a length of about	241.23
XI	A line of railroad beginning at the passenger station at Sioux City, Iowa and extending therefrom southerly via South Sioux City, Nebraska, Ferry, Coburn, Emerson and Blair to Omaha, Nebraska, having a length of about	95.09
XII	A line of railroad extending from Elmhurst, Illinois, by way of Dubuque, Iowa, to Oelwein, Iowa, having a length of about	218.77
XIII	A line of railroad extending from Oelwein, Iowa, to the Cities of St. Paul and Minneapolis, Minnesota, having a length of about	178.12
XIV	A line of railroad extending from Oelwein, Iowa, southwestwardly through the cities of Waterloo, Marshalltown and Des Moines, Iowa, St. Joseph, Missouri, and Leavenworth, Kansas, to Kansas City, Missouri, having a length of about	318.28
XV	A line of railroad extending from Mankato, Minnesota, by way of Faribault, Randolph, Red Wing and Rochester, Minnesota, to McIntire, Iowa, having a length of about	141.72
XVI	A line of railroad extending from Hayfield, Minnesota, by way of Mason City and Fort Dodge, Iowa, to Omaha, Nebraska, having a length of about	231.62
XVII	A line of railroad extending from Oelwein, Iowa, to Clarion, Iowa, having a length of about	98.09
XVIII	A line of railroad beginning in Minneapolis, Minnesota, and extending in a southwesterly direction to Hopkins, Minnesota, then in a southerly direction to Albert Lea, Minnesota, and then in a southwesterly direction to Ford Dodge, Iowa, having a length of about	211.21
XIX	A line of railroad beginning in Northwood, Iowa and extending in a southerly direction to Manly, Mason City, Marshalltown and Oskaloosa to Albia, all in the State of Iowa, having a length of about	179.29
XX	All branch lines owned by the Company and all lines of railroad owned by the Company crossing or connecting with any of the lines described above, or crossing or extending from points on said crossing or connecting lines.	
XXI	All and singular the main tracks owned by the Company additional to first main track and used as part of and in connection with any of the main, branch, crossing or connecting lines referred to above.	
XXII	All and singular the spur tracks, yard tracks, side tracks, turnouts, passing tracks and shop tracks owned by the Company and used, or provided for use in connection with any of the main, branch,crossing or connecting lines referred to above.	
XXIII	All and singular other lines of railroad and tracks now or hereafter owned by the Company.	

SECOND. All leases, contracts, agreements, rights and privileges, now owned or hereafter acquired by Company, or in which Company now has or may hereafter have any interest, for use upon or in connection with or appertaining to any of the lines of railroad of Company or relating to the ownership, use or operation of any terminals or union or other stations situated along, or at the terminal of, any of the lines of railroad of Company, or relating to the use of any telegraph, telephone or other communication facilities along any of the lines of railroad of Company, including the following leases, contracts and agreements now owned by Company (approximate mileages shown being as at June 1, 1972).

		Miles
(1)	With the Union Pacific Railroad Company, covering trackage rights between Council Bluffs, Iowa, and South Omaha, Nebraska, having a length of about	8.73
(2)	With the Penn Central Transportation Company, covering trackage rights between Roosevelt and Pershing Road, Chicago, Illinois, having a length of about	2.77
(3)	With the Penn Central Transportation Company, covering trackage rights between Churchill and Ladd, Illinois, having a length of about	2.80
(4)	With the Peoria and Pekin Union Railway Company, covering joint use of freight station and other facilities at Peoria, Illinois and trackage rights between Peoria Junction and Peoria, Illinois, having a length of about	2.02
	Also trackage rights between Iowa Junction and C. & N. W. Jct., near Peoria, Illinois, having a length of about	.77
(5)	With the Burlington Northern, Inc. granting permanent trackage rights between Illco and Shobon, Wyoming, having a length of about	87.16
(6)	With Soo Line Railroad Company, covering perpetual trackage rights between Arpin and Marshfield, Wisconsin, having a length of about	11.64
(7)	With Soo Line Railroad Company, covering trackage rights between Bessemer, Michigan, and Hoyt, Wisconsin, having a length of about	13.85
(8)	With the Burlington Northern, Inc. covering trackage rights between Elmwood and Buda, Illinois, having a length of about	15.69
(9)	With the Illinois Terminal Railroad Co. covering trackage rights between Madison, and Bridge Junction, Illinois, having a length of about	2.58
(10)	With Green Bay and Western Railroad Company, covering trackage rights in Green Bay, Wisconsin, having a length of about	.30
(11)	With the Illinois Central Railroad Company, covering trackage rights between Council Bluffs, Iowa, and Omaha, Nebraska, having a length of about	4.51
(12)	With the Lake Superior and Ishpeming Railroad Company, covering trackage rights between Ishpeming, and Copps Spur, Michigan, having a length of about	4.03
(13)	With the Burlington Northern, Inc., covering trackage rights between Seward and Lincoln, Nebraska, having a length of about	26.00
(14)	With the Burlington Northern, Inc., covering trackage rights between Galena Junction and Portage Curve, Illinois, having a length of about	.88
(15)	With the Illinois Central Railroad Company, covering trackage rights between Portage Curve, Illinois and Dubuque, Iowa having a length of about	13.35
(16)	With the Burlington Northern, Inc., covering trackage rights in Des Moines, Iowa, having a length of about..;	.52
(17)	With the Burlington Northern, Inc., covering trackage rights in St. Joseph, Missouri, having a length of about	.81
(18)	With St. Joseph Terminal Railroad Company, covering trackage rights in St. Joseph, Missouri, having a length of about	.40
(19)	With the Atchison, Topeka & Santa Fe Railway Co. covering trackage rights between St. Joseph, and Bee Creek, Missouri, having a length of about	7.63
(20)	With the Leavenworth Depot & Railroad Company, covering trackage rights in Leavenworth, Kansas, having a length of about	.20
(21)	With Union Pacific Railroad Company, covering trackage rights in Leavenworth, Kansas, having a length of about	.06
(22)	With the Missouri Pacific Railroad Company, covering trackage rights between Leavenworth, Kansas and Kansas City, Kansas, having a length of about	24.88
(23)	With the Kansas City Terminal Railroad Company, covering trackage rights in Kansas City, Missouri, having a length of about	2.84
(24)	With Winona Bridge Co., covering trackage rights in Winona, Minnesota, having a length of about	.06
(25)	With Burlington Northern, Inc., covering trackage rights in Winona, Minnesota, having a length of about	1.22

		Miles
(26)	With the Chicago, Rock Island and Pacific Railroad Co., covering trackage rights in Des Moines, Iowa, having a length of about	3.91
(27)	With Burlington Northern, Inc., covering trackage rights between Superior, Wisconsin and Duluth, Minnesota, having a length of about	1.59
(28)	With the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, covering trackage rights in Milwaukee, Wisconsin, having a length of about	10.89
(29)	With the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, covering trackage rights between Ruthven and Spencer, Iowa, having a length of about	12.45
(30)	With the Illinois Central Railroad Company, covering trackage rights between Tara and Ft. Dodge, Iowa, having a length of about	5.67
(31)	With the Chicago, Rock Island and Pacific Railroad Co., covering trackage rights between Givin and Eddyville, Iowa, having a length of about	3.56
(32)	With the Chicago, Rock Island and Pacific Railroad Co., covering trackage rights between Albert Lea, Minnesota and Northwood, Iowa, having a length of about	16.15
(33)	With the St. Paul Union Depot Co., covering trackage rights in St. Paul, Minnesota, having a length of about	.74
(34)	With Burlington Norther, Inc., covering trackage rights between St. Paul and Minneapolis, Minnesota, having a length of about	10.89
(35)	With the Illinois Central Railroad Company, covering trackage rights between Le-Mars and Sioux City, Iowa, having a length of about	25.95
(36)	With the Illinois Central Railroad Company, covering trackage rights in Dubuque, Iowa, having a length of about	.26

THIRD. All rights of way, lands, fixtures, structures, improvements, tenements and hereditaments of whatever kind or description and wherever situated, including all additions, betterments and improvements thereon or thereto, now owned or at any time hereafter acquired by Company or in which Company now has or may hereafter have any interest.

FOURTH. All equipment (whether or not transportation equipment), and additions, betterments and improvements thereto, inventory, accounts, contract rights, chattel paper and general intangibles, now owned or hereafter acquired by Company or in which Company now has or may hereafter have any interest.

FIFTH. All shares of stock, proprietary interest and indebtedness (whether or not evidenced by any instrument), now owned or hereafter acquired by Company, of or in any Subsidiary of Company (delivery of certificates for such shares of stock and of evidences of such proprietary interest or indebtedness, however, being subject to the provisions of Section 3.01 hereof), including the following shares of stock now owned by Company in the following Subsidiaries of Company:

(1) 35,311 shares of common stock of Des Moines and Central Iowa Railway Company, an Iowa Corporation.

(2) 1,000 shares of common stock of Minneapolis Industrial Railway Company, a Delaware corporation.

(3) 100 shares of common stock of North Western Communications, Inc., an Illinois corporation.

(4) 100 shares of common stock of North Western Leasing Company, a Delaware corporation.

(5) 700 shares of common stock of Oshkosh Transportation Company, a Wisconsin corporation.

(6) 3,000 shares of common stock of The Railway Transfer Company of the City of Minneapolis, a Minnesota corporation.

(7) 200 shares of common stock of Wisconsin Town Lot Company, a Wisconsin corporation.

(8) 100 shares of common stock of NW Railquip, Inc., an Illinois corporation.

SIXTH. All corporate rights, powers, franchises, privileges and immunities now or hereafter owned or possessed by Company which now or at any time hereafter may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of any of the lines of railroad of Company or of any other property now or hereafter subject to the lien and security interest of this Mortgage and Security Agreement.

SEVENTH. All other property and interests in property of every kind and description which Company may hereafter convey, mortgage, pledge, assign or transfer to Mortgagee.

EIGHTH. All rents, issues, tolls, profits, dividends and other income from, and proceeds of, the premises and property herein or hereafter mortgage, pledged, conveyed or assigned to Mortgagee, or in which a security interest is herein of hereafter granted to Mortgagee, or intended so to be.

For the purposes of the foregoing:

(1) The term "lines of railroad" shall include all main or branch or cut-off lines of railroad, and all spur, industrial, switch, connecting, storage, yard,terminal or other tracks, and unless otherwise specified, "lines of railroad of Company" shall include all lines of railroad which Company may own in fee, either solely or jointly, or over which Company may operate or have any right to operate under any lease or trackage or other agreement.

(2) The terms "equipment","inventory", "accounts", "contract rights", "chattel paper", and "general intangibles" shall have the same respective meanings as such terms have under the Uniform Commercial Code - Secured Transactions, as in effect in the State of Illinois on the date hereof.

(3) Out of the grants hereby made, the last day of the term of each leasehold estate (whether falling within the general or particular description of property herein) now or hereafter enjoyed by Company is hereby excepted and reserved.

(4) It is not intended to subject to the lien and security interest hereof, and this grant shall not be deemed to apply to:

(a) shares of stock or instruments (as the term "instruments" is defined in the Uniform Commercial Code - Secured Transactions, as in effect in the State of Illinois on the date hereof), now owned or hereafter acquired by Company, which shall have been issued by a Person which is not a Subsidiary of Company, unless the same are hereby or hereafter shall be specifically pledged hereunder; and

(b) any of the property and franchises of any other Person, any securities of which or proprietary interest in which may be now owned or hereafter acquired by Company; provided that nothing herein shall be deemed to diminish the lien and security interest of this Mortgage and Security Agreement upon any shares of stock, proprietary interest or indebtedness, now owned or hereafter acquired by Company, of or in any Subsidiary of Company, or upon any securities of or proprietary interest in any other Person which may be hereafter pledged, assigned or transferred to mortgagee.

(5) The provisions of this Mortgage and Security Agreement shall be construed, and the lien and security interest of this Mortgage and Security Agreement at any time shall be determined, in conformity with the following provisions, which shall prevail over any other provision of this Mortgage and Security Agreement in the event of anyiinconsistency therewith:

(a) Subject to the limitations of Article V hereof, the provisions of this Mortgage and Security Agreement which may reasonably be construed to subject to the lien and security interest hereof, property which may be hereafter acquired by Company, or in which Company may hereafter acquire an interest, shall be construed as applying to the interest of Company in such property, and a liberal scope and effect shall be given to such provision.

(b) Nothing in this Mortgage and Security Agreement, express or implied, is intended or shall be contrued to limit the right or power of Company which is hereby expressly reserved:

(i) to acquire any property or interest therein subject to the liens and charges existing thereon at the time of acquisition thereof, or to create any purchase money lien or charge thereon at the time of acquisition thereof, and

(ii) to subject transportation equipment constructed or acquired for its use, at any time within three years from the date the same shall be so constructed or acquired, to any Equipment Obligations which Company may desire to create or undertake for the purpose of financing the cost of such transportation equipment, and of upgrading and repairs made thereto; and the right, charge, lien or title of any such Equipment Obligation with respect to transportation equipment subjected thereto as aforesaid shall in all respects be free from and prior to the lien and security interest of this Mortgage and Security Agreement, and the lien and security interest of this Mortgage and Security Agreement shall attach only to the right, title and interest of Company then or thereafter existing with respect to such transportation equipment.

(c) Nothing in this Mortgage and Security Agreement, express or implied, is intended or shall be construed to limit the right or power of Company, which is hereby expressly reserved, to consolidate with, merge into, or convey or lease all or substantially all of the Mortgaged Property to, another corporation or corporations, or to merge another corporation or corporations into the Company, or to acquire all or any part of the property of another corporation or corporations, all as provided and with the exceptions and upon the terms and conditions set forth in Article V hereof.

TO HAVE AND TO HOLD unto Mortgagee and its successors and assigns, forever, all property, real, personal and mixed, and tangible and intangible, hereby mortgaged, pledged, conveyed, assigned or transferred, or in which a security interest is granted, or intended so to be,or which may in any manner become subject to the lien and security interest of this Mortgage and Security Agreement, whether by indenture supplemental hereto or otherwise (all of which property at any given time subject to the lien and security interest of this Mortgage and Security Agreement, whether by the terms of this Mortgage and Security Agreement, including the after-acquired property clauses hereof, or by subsequent transfer, delivery or pledge to the Mortgagee, or otherwise, is herein sometimes referred to as the "Mortgaged Property");

UNDER AND SUBJECT, HOWEVER, to the prior or parity lien and security interest of all Permitted Encumbrances (hereinafter defined) with respect to any of the Mortgaged Property, but in the case of each such Permitted Encumbrance, only to the extent that the lien and security interest thereof by its terms attaches and constitutes a valid, enforceable lien or security interest which, in the case of any bankruptcy, reorganization, insolvency, or similar proceeding pertaining to the enforcement of creditors' rights generally, constitutes a valid and perfected lien or security interest enforceable against a trustee in bankruptcy or similar representative of general creditors; provided, however, that the lien and security interest hereunder shall be on a parity with such lien and security interest of any Permitted Encumbrance only if and to the extent that such parity shall not violate or breach any covenant, term or condition applicable to such Permitted Encumbrance;

BUT NEVERTHELESS as security for, and in order to enforce, the payment and performance by Company of all and singular the Secured Obligations, up to the aggregate amount of $400,000,000 and interest thereon, which have or shall become due and payable, whether by acceleration of maturity or otherwise, on or before January 1, 1989, and for the enforcement of and compliance with the covenants, agreements and conditions contained in this Mortgage and Security Agreement;

AND IT IS HEREBY COVENANTED, AGREED AND DECLARED that the Mortgaged Property is to be held and disposed of upon and subject to the following covenants, agreements, conditions and understandings;

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall (unless the context otherwise requires), for all purposes of this Mortgage and Security Agreement, have the respective meanings specified in this Article I, and each such term defined in the singular shall include the plural and each such term defined in the plural shall include the singular.

Affiliate. The term "Affiliate" shall mean with respect to any Person, any other Person, or any group of other Persons acting in concert, directly or indirectly controlling, controlled by or under common control with such Person.

Assumed Liabilities. The term "Assumed Liabilities" shall mean all debts, obligations (including all covenants, agreements and obligations existing or arising under or evidenced by any instrument to which any Seller is a party or by which it is bound), liabilities, claims, fines, penalties and commitments of every kind, nature and description (whether public or private, whether arising by or as a result of agreement, action or omission to act, law or violation of law, or otherwise, whether contingent or accrued, whether known or unknown and whether or not reflected in any document,instrument, book or record of any Seller) assumed by Company or any Subsidiary of Company under or pursuant to the Sale Agreement.

Company. The term "Company" shall mean Chicago and North Western Transportation Company (formerly named North Western Employees Transportation Company), a Delaware corporation, and its successors and assigns in accordance with the provisions of Article V hereof.

Equipment Obligations; transportation equpment. The term "Equipment Obligation" shall mean any obligation of Company issued under, and secured by a right, charge, lien or title with respect to any transportation equipment evidenced by an equipment trust agreement, lease, conditional sale agreement, hhattel mortgage or other writing, or any of such writings. The term "transportation equipment" shall include locomotives, freight-train cars, passenger-train cars, work equipment, roadway machines (such terms having for the purposes of this definition, the meanings assigned to them under the Uniform System of Accounts), trailers, containers and highway vehicles and appurtenances attached to the foregoing (including automobile racks, automobile frame racks, heating and cooling units, machinery, tie down equipment and other specialized equipment designed for carriage and protection of lading), airplanes, vessels, boats, tugs, lighters, floats, barges and ferries, and any and all other vehicles which may be used by Company for the transportation of freight or material or for the carriage of passengers or its employees.

Event of Default. The term "Event of Default" shall have the meaning set forth in Section 6.01 hereof.

Great Western First Mortgage, The term "Great Western First Mortgage" shall mean the Indenture of Mortgage and Deed of Trust, originally executed by Chicago Great Western Railway Company to Guaranty Trust Company of New York (now Morgan Guaranty Company, New York), Trustee, dated as of January 1, 1938, as supplemented and amended on or prior to the date hereof (including the supplement thereto providing for the assumption by Company of obligations thereunder) and, unless the context otherwise requires, as hereafter from time to time supplemented or amended in a manner not involving breach of any agreement of company under this Mortgage and Security Agreement or the Sale Agreement.

Great Western General Income Mortgage. The term"Great Western General Income Mortgage" shall mean the Indenture of Mortgage and Deed of Trust, originally executed by Chicago Great Western Railway Company to The First National Bank of Chicago, Trustee, dated as of January 1, 1938, as supplemented and amended on or prior to the date hereof (including the supplement thereto providing for the assumption by Company of obligations thereunder) and, unless the context otherwise requires, as hereafter from time to time supplemented or amended in a manner not involving breach of any agreement of Company under this Mortgage and Security Agreement or the Sale Agreement.

Including. The term "including" shall mean including, without limiting the generality of the foregoing.

M. & St. L. Mortgage. The term "M. & St. L. Mortgage" shall mean the Indenture of Mortgage and Deed of Trust, originally executed by the Minneapolis & St. Louis Railway Company to The First National Bank of Chicago, Trustee, dated as of October 1, 1960, as supplemented and amended on or prior to the date hereof (including the supplement thereto providing for the assumption by Company of obligations thereunder) and, unless the context otherwise requires, as hereafter from time to time supplemented or amended inaa manner not involving breach of any agreement of Company under this Mortgage and Security Agreement or the Sale Agreement.

Mortgage and Security Agreement. The terms "this Mortgage and Security Agreement", or "the Mortgage and Security Agreement" shall mean this Indenture of Mortgage and Security Agreement, as originally executed or as the same may from time to time be supplemented or amended by any supplemental indenture(s) thereto executed by Company and Mortgagee.

Mortgagee. The term "Mortgagee" shall mean Chicago and North Western Railway Company,a Wisconsin corporation, and its successors and assigns.

New Carrier Affiliate. The term "New Carrier Affiliate" shall mean an Affiliate which after the date hereof shall acquire by any consolidation, merger or conveyance all or substantially all of the property of any other corporation which immediately prior to such consolidation, merger or conveyance shall have been a Class I Carrier (as defined by the rules of the Interstate Commerce Commission in force on the date hereof) and not an Affiliate of Company.

North Western First Mortgage. The term "North Western First Mortgage" shall mean the Indenture of Mortgage and Deed of Trust, originally executed by Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated as of January 1, 1939, as supplemented and amended on or prior to the date hereof (including the supplement thereto providing for the assumption by Company of obligations thereunder) and, unless the context otherwise requires, as hereafter from time to time supplemented or amended in a manner not involving breach of any agreement of Company under this Mortgage and Secuirty Agreement or the Sale Agreement.

Omaha First Mortgage, The term "Omaha First Mortgage" shall mean the First Mortgage Indenture, originally executed by Chicago, Saint Paul, Minneapolis and Omaha Railway Company to Central Union Trust Company of New York (now Manufacturers Hanover Trust Company), Trustee, dated May 1, 1929, as supplemented and amended on or prior to the date hereof (including the supplement thereto providing for the assumption by Company of obligations thereunder) and, unless the context otherwise requires, as hereafter from time to time supplemented or amended in a manner not involving breach of any agreement of Company under this Mortgage and Security Agreement or the Sale Agreement.

Permitted Encumbrances. The term "Permitted Encumbrances" shall mean, as of any particular time, whether now or hereafter, each of the following:

(a) the respective liens of each of the North Western First Mortgage, Great Western First Mortgage, Great Western General Income Mortgage, M. & St. L. Mortgage and Omaha First Mortgage, but only to the extent that the lien of each such Mortgage secures principal, premium, if any, and interest payable on bonds outstanding under such Mortgage on the date hereof, and any other amounts (exclusive of principal, premium, if any, and interest on bonds outstanding under such Mortgage) now or hereafter payable under such Mortgage pursuant to the terms thereof, as presently in effect, and also in the case of the North Western First Mortgage, and any supplement thereto providing for the issuance of such bonds, to the extent that the lien of such Mortgage secures principal, premium, if any, and interest payable on bonds issued pursuant to such Mortgage under conditions specifically permitted by the provisions of the Sale Agreement;

(b) all other liens, encumbrances, and security interests outstanding on the date hereof (including, without limitation, all right, title, lien or security interest of all Equipment Obligations outstanding on the date hereof), but only to the extent that any such lien, encumbrance or security interest secures indebtedness, obligations or liabilities in existence or committed for on the date hereof;

(c) all right, title, lien or security interest, on or with respect to any transportation equipment or any lease thereof or agreement with respect thereto, of each Equipment Obligation, hereafter issued and incurred within three years after such transportation equipment is constructed or acquired;

(d) purchase money liens and charges created at the time of acquisition thereof on property acquired after the date hereof and liens and charges on any such property existing at time of acquisition thereof;

(e) other liens on an equality to or on a parity with, but not having priority to or preference over, the lien of this Mortgage and Security Agreement on all or any part of the Mortgaged Property to secure indebtedness, not exceeding the aggregate principal amount of $15,000,000 at any one time outstanding, incurred after the Closing Date Adjustment Sum referred to in the Sale Agreement shall have been fully paid by Company;

(f) liens on shares of stock of any Subsidiary of Company to secure, or otherwise in favor of the holder of, any indebtedness, liability or obligation or or with respect to such Subsidiary;

(g) liens for taxes, assessments or governmental charges not then deliquent; liens for workmen's compensation awards and similar obligations not then deliquent; liens or encumbrances in connection with litigation against Company concerning claims for personal injuries or damages to property arising out of the operation of busines which are entitled to priority over the lien and security interest of this mortgage and Security Agreement by operation of busines which are entitled to priority over the lien and security interest of this Mortgage and Security Agreement by operation of law; other liens not exceeding $100,000 in the aggregate, which arise out of litigation against Company and are prior to the lien and security interest of this Mortgage and Security Agreement; liens for the payment or discharge of which provisions statisactory to Mortgagee have been made; mechanics;, laborers', materialmen's and similar liens not at the time deliquent; any liens irrespective of amount, whether or not deliquent, the validity of which is being contested at the time by Company in good faith; and undetermined liens or charges incidental to construction;

(h) liens securing indebtedness neither payable nor assumed nor guaranteed by Company, nor on which it customarily pays interest, on property with respect to which Company owns easements or rights of way;

(i) rights reserved to or vested in any governmental authority or agency or in any municipality by the terms of any franchise, grant, license or permit or by any provision of law to terminate such franchise, grant, license or permit or to purchase or appropriate or recapture or to designate a purchaser of any of the Mortgaged Property; or to demand and collect any tax or other compensation for the use of streets or other public places or to control or regulate the Mortgaged Property;

(j) any obligation or duty affecting the Mortgaged Property or the uses, removal, control or regulation thereof arising under any provision of law or any franchise, grant, license or permit granted or issued by any public authority;

(k) rights of lessess under leases from Company, and interests of others than Company in property owned jointly or in common; and

(l) easements, rights of way, exceptions, reservations, restrictions, conditions, limitations, covenants, adverse rights or interests and any other defects or irregularities in title affecting the Mortgaged Property which in the opinion of Company do not materially affect the use of the Mortgaged Property for the purposes for which it is held by Company and may be properly ignored as to their effect upon the lien and security interest of this Mortgage and Security Agreement.

Person. The term "Person" shall mean any natural person, corporation, firm, joint venture, trust or other unincorporated association, government or governmental agency.

Prior or Parity Mortgage. The term "Prior or Parity Mortgage" shall mean any mortgage which constitutes a Permitted Encumbrance.

Sale Agreement. The term "Sale Agreement" shall have the meaning set forth in the first paragraph of the recitals of this Mortgage and Security Agreement.

Secured Obligations. The term "Secured Obligations" shall mean:

(a) all indebtedness, liability and obligation under the Sale Agreement of Company to pay to Mortgagee the amount of the Closing Date Adjustment Sum therein referred to, plus interest therein provided for;

(b) all other indebtedness, liabilities and obligations, now or hereafter existing or arising of Company and its Subsidiaries, or any one or more thereof, to Sellers or any one or more thereof, under, or by reason of, any agreement (including any lawful claim of any

Seller for specific performance, or damages on account of breach of such agreement) of Company or any Subsidiary of Company contained in the Sale Agreement or in any writing executed pursuant to the Sale Agreement, or in connection with the Sale Agreement or the consummation of any transaction contemplated thereunder, including the following agreements:

(i) any agreement of Company or any Subsidiary of Company to assume, and indemnify and hold harmless any Seller against and from, and to pay and perform, any Assumed Liability;

(ii) any agreement of Company or any Subsidiary of Company to indemnify and hold harmless any Seller from any claim (or any cost, liability or expense in connection therewith) that any conveyance, transfer or assignment by such Seller pursuant to the Sale Agreement is or may involve a breach of any indenture, bond, note agreement, contract, lease, other document or wirting, franchise, right, license or privilege; and

(iii) any agreement of Company to purchase from Mortgagee any Bonds of Chicago, Saint Paul, Minneapolis and Omaha Railway Company;

(c) all liabilities and obligations, now or hereafter arising, of Company under this Mortgage and Security Agreement; and

(d) all other indebtedness, now existing or hereafter arising, of Company or any Subsidiary of Company to Mortgagee or any Affiliate of Mortgagee.

Sellers. The term "Sellers" shall mean each of Chicago and North Western Railway Company, a Wisconsin corporation, NW Equipment Co., an Illinois corporation, NW Properties, Inc., an Illinois corporation, Northwest Properties Co., an Illinois corporation, Railroad Properties, Incorporated, a Michigan corporation, and Chicago, Saint Paul, Minneapolis and Omaha Railway Company,a Wisconsin corporation, and their respective successors and assigns.

Subsidiary. The term "Subsidiary" of any Person shall mean any corporation more than 50% of the outstanding shares of capital stock of which having ordinary voting power (not dependent on default) for the election of directors, or any noncorporate entity more than 50% of the outstanding proprietary interest in which, is owned directly or indirectly by such Person.

Uniform System of Accounts. The term "Uniform System of Acoounts" shall mean the Uniform System of Accounts for Railroad Companies prescribed by the Interstate Commerce Commission)or any regulatory agency successor thereto), as at the time in effect.

ARTICLE II

COVENANTS OF COMPANY

SECTION 2.01. Compliance with Sale Agreement. Company agrees that it will duly and punctually perform, when due, all of its agreements and obligationsuunder or pursuant to the Sale Agreement, and will cause each Subsidiary of Company designated pursuant to the Sale Agreement, to duly and punctually perform, when due, all of its agreements and obligations pursuant to the Sale Agreement. Nothing contained in this Mortgage and Security Agreement is intended in any way to authorize, or shall in any way authorize, Company or any Subsidiary of Company to take or permit to be taken any action which would involve the breach of any covenant or agreement on the part of Company or any Subsidiary of Company under or pursuant to the Sale Agreement.

SECTION 2.02. Covenant Against Liens. Company agrees that it will not voluntarily create, or suffer to be created or to arise, any lien, charge or security interest, other than Permitted Encumbrances, having priority to or preference over, or on an equality to or parity with, the lien and security interest of this Mortgage and Security Agreement upon the Mortgaged Property or any part thereof.

SECTION 2.03. Amendment of Existing Permitted Encumbrances. Company agrees that it will not take any action with respect to any Permitted Encumbrance existing on the date hereof, so as to increase the lien or security interest thereof or the amount of indebtedness liability or obligation secured thereby, except to the extent, if any, that Company is obligated on the date hereof to take such action or unless such action, if it were separately and independently taken after the date hereof, would result in the creation of a Permitted Encumbrance; provided, however, the foregoing shall not prevent any supplement to the North Western First Mortgage, specifically permitted by clause (a) of the definition of Permitted Encumbrances.

SECTION 2.04. Further Assurances. Company agrees that it will execute and deliver to Mortgagee such instruments (including financing statements) as Mortgagee may from time to time reasonably request for the purpose of evidencing, confirming, perfecting or continuing in effect any lien or secuirty interest granted or intended to be granted hereunder.

ARTICLE III

PLEDGED SECURITES

SECTION 3.01. Action to Effect Pledge. Company agrees that it will promptly take such action as Mortgagee may from time to time request, which in the opinion of independent counsel for Mortgagee is necessary and desirable in order to effectively pledge and subject to the lien and security interest of this Mortgage and Security Agreement, all shares of stock, and all proprietary interest and all evidences of indebtedness directly owned by Company of or in all Subsidiaries of Company, or such thereof as may be specified in such request; provided, however, that Company shall not be required to take any such action which in the opinion of independent counsel for Company would involve the breach by Company of any covenant or agreement with respect to any Permitted Encumbrance. In the event any action pursuant to this Section shall involve the breach by Company of any covenant or agreement with respect to any Permitted Encumbrance created after such action, Mortgagee will take such action as Company may from time to time reasonably request which in the opinion of independent counsel for Company is necessary in order to avoid such breach.

SECTION 3.02. Rights of Company. So long as no Event of Default shall have occurred and be continuing, Company shall be entitled, as against Mortgagee, to exercise all rights of ownership (including any voting rights) with respect to all shares of stock, proprietary interests and evidences of indebtedness at the time subject to the lien and security interest of this Mortgage and Security Agreement and to receive all dividends, distributions and other payments of every character thereon or with respect thereto.

ARTICLE IV

POSSESSION, USE AND RELEASE OF

MORTGAGED PROPERTY

SECTION 4.01. Possession and Use of Mortgaged Property by Company. While Company shall remain in posession of the Mortgaged Property or any part thereof, it shall be entitled, as against Mortgagee, to manage, operate, use, enjoy and be suffered and permitted to remain in the actual and undistrubed possession of all and singular the Mortgaged Property and to receive, take and use all rents, income, issues, tolls, profits, dividends, income and proceeds thereof.

SECTION 4.02. Releases. Any part of the Mortgaged Property which is subject to the lien of any Prior or Parity Mortgage shall, if released from the lien of such Prior or Parity Mortgage in compliance with the provisions thereof, be automatically released from the lien of this Mortgage and Security Agreement without the necessity of any accounting to Mortgagee, and Mortgagee will execute such instruments of release thereof from the lien and security interest hereunder as Company may reasonably request.

Any part of the Mortgaged Property which consists of real estate and is not subject to the lien of any Prior or Parity Mortgage may be released from the lien of this Mortgage and Security Agreement only under such circumstances (including compliance, insofar as practicable, with procedures) as would, if such part of the Mortgaged Property were subject to the lien of the North Western First Mortgage, accomplish the release thereof from the lien of such Mortgage under the provisions thereof in effect at the date hereof (except that any reference in such Mortgage to the Trustee shall be deemed to be to Mortgagee and except that any cash deposited with Mortgagee in connection with such release shall, if at the time no Evant of Default shall have occurred and be continuing, be released to or upon the order of Company upon its request), and Mortgagee will execute such instruments of release thereof from the lien and security interest hereunder as Company may reasonably request.

Any part of the Mortgaged Property which does not consist of real estate, which is not subject to the lien of any Prior or Parity Mortgage and which is disposed of by Company to a transferee other than an Affiliate of Company shal, if at the time no Event of Default shall have occurred and be continuing, be automatically released from the lien of this Mortgage and Security Agreement without the necessity of any accounting to Mortgagee, and Mortgagee will execute such instruments of release thereof from the lien and security interest hereunder as Company may reasonably request.

For the purposes of this Section 4.02: the term "real estate" shall include any interest in real estate, any lease of real estate and any rents under any such lease; and the Omaha First Mortgage shall not be considered to be a Prior or Parity Mortgage.

ARTICLE V

CONSOLIDATION, MERGER, CONVEYANCE OR LEASE

SECTION 5.01. Consolidation, Merger, Conveyance or Lease by Company. Nothing in this Mortgage and Security Agreement shall prevent the consolidation of,Company with, or the merger of Company into, any other corporation lawfully entitled to acquire the Mortgaged Property, or shall prevent any conveyance or lease, subject to the continuing lien of this Mortgage and Security Agreement, of all or substantially all of the Mortgaged Property to any such other corporation; provided however, that:

(a) Every such consolidation, merger, conveyance or lease shall be on such terms as shall fully preserve the lien and security interest of this Mortgage and Security Agreement and the rights and powers of Mortgagee hereunder.

(b) Any such lease shall be expressly made subject to immediate termination by Mortgagee, at any time upon the occurrence and during the continuance of an Event of Default.

(c) Upon any such consolidation, merger, conveyance or lease the successor corporation or the lessee corporation, as the case may be, shall expressly assume the due and punctual performance of all the terms, agreements and covenants of this mortgage and Security Agreement and of the Sale Agreement and of any writing executed pursuant to the Sale Agreement required to be kept, preserved or performed by Company.

(d) In the event of any such consolidation, merger or conveyance, the successor corporation shall, subject to the exceptions provided in Section 5.02 hereof, expressly grant and convey, as further security for the payment and performance of the Secured Obligations, and shall subject to the lien and security interest of this Mortgage and Security Agreement, all of its property and franchises then owned and which it may thereafter acquire of the character and kind which, under the terms of this Mortgage and Security Agreement, are required to be subjected to the lien and security interest hereof, all as fully as though such consolidation, merger or conveyance had not taken place and such property and franchises had been acquired by Company.

In the event of any such consolidation, merger or conveyance, the successor corporation shall cause to be executed and delivered to Mortgagee a supplemental indenture to this Mortgage and Security Agreement, confirming and evidencing the requirements of this Section 5.01, whereupon such successor

shall succeed to and be substituted for Company with the same force and effect as if such successor corporation had been named in and had executed this Mortgage and Security Agreement as the party of the first part hereto, and may exercise every power, authority and right herein reserved to or conferred upon Company; provided, however, that in the event of any such conveyance, the corporation making such conveyance shall not be releived of any liability under this Mortgage and Security Agreement.

For the purposes of this Article V, the term "conveyance" shall mean any sale, conveyance or transfer, and the term "successor corporation" shall mean the corporation resulting from any such consolidation, the corporation surviving any such merger, or the corporation to which any such conveyance shall be made.

SECTION 5.02. Limitation of Lien on Property of Successor Corporation. In the event there shall be a consolidation of Company with a corporation which immediately prior to such consolidation shall have been a Class I Carrier (as defined by the rules of the Interstate Commerce Commission in force on the date hereof) and not an Affiliate of Company (other than a New Carrier Affiliate of Company), or a merger of Company into, or a conveyance by Company of all or substantially all of the Mortgaged Property to, a corporation which immediately preceeding such merger or conveyance shall have been a Class I Carrier (as so defined) and not an Affiliate of Company (otheer than a New Carrier Affiliate of Company), the successor corporatinn may, but need not, make an express grant of its property and franchises as provided in subparagraph (d) of the first paragraph of Section 5.01 hereof, and in the absence of such express grant by such successor corporation, this Mortgage and Security Agreement shall not, by reason of such consolidatinn, merger or conveyance, constitute and become a lien upon or security interest in, and the term "Mortgaged Property" shall not include or comprise, the following:

(a) any property, right or franchise which, immediately prior to such consolidation, merger or conveyance, was owned by any corporation (other than Company) which is a party to such consolidatinn or merger or by the corporation to which Company may make such conveyance; or

(b) any property, right or franchise which may be purchased, constructed or otherwise acquired by such successor corporation after the date of such consolidation, merger or conveyance, excepting only the property, rights and franchises referred to in clauses (i) through (v) of the next following paragraph, which, as and when purchased, constructed or otherwise acquired by such successor corporation, shall be and become subject to the lien and security interest of this Mortgage and Security Agreement.

Any supplemental indenture provided for by Section 5.01 hereof which, by reason of the provisions of this Section 5.02, is not required to contain an express grant by the successor corporation of its property and franchises as provided in subparagraph (d) of the first paragraph of Section 5.01, shall in any event contain an express grant by such successor corporation, confirming the lien and security interest of this Mortgage and Security Agreement upon the Mortgaged Property in existence immediately prior to the consolidation, merger or conveyance, and subjecting to the lien and security interest of this Mortgage and Security;Agreement, as fully as if such consolidation, merger or conveyance had not taken place and the same had been acquired by the original party of the first part hereto, the following property, rights and franchises purchased, constructed or otherwise acquired by such successor corporation after the date of such consolidation, merger or conveyance;

(i) all property which shall be acquired with moneys from any fund under the North Western First Mortgage, the Great Western First Mortgage, the Great Western General Income Mortgage or the M. & St. L. Mortgage, or with cash at any time held under any such Mortgage by the Trustee thereunder, or in exchange for property released from the lien of any such Mortgage, and all property the acquisision or construction of which shall be made the basis for any withdrawal of cash under any provision of any such Mortgage.

(ii) all betterments, extensions, improvements and additions, of, to, upon or for the property, rights and franchises subject to the lien and security interest of this Mortgage and Security Agreement;

(iii) all repairs, renewals, replacements, substitutions and alterations of, to, upon or for the property, rights and franchises;subject to the lien and security interest of this Mortgage and Security Agreement;

(iv) all property, rights and franchises appurtenant to any property subject to the lien and security interest of this Mortgage and Security Agreement; and

(v) an appropriate portion, properly identified so as to effedtively create a lien and security interest hereunder, of all property (not covered by the preceeding clauses (i) through (iv)) purchased, constructed, or otherwise acquired after the date of such consolidation, merger or conveyance and which shall consist of equipment (whether or not transportation equipment), and additions, betterments and improvements thereto, inventory, accounts, contract rights, chattel paper and general intangibles, which appropriate portion shall be determined on the basis of the percentage of the revenues of the successor corporation which may be expected to be attributable to rights and franchises of the successor corporation subject to the lien and security interest of this Mortgage and Security Agreement; and any final determination of such appropriate portion by the Interstate Commerce Commission or other federal governmental authority having jurisdiction of the consolidation, merger or conveyance shall be conclusive.

SECTION 5.03. Merger into or Conveyance to Company. Nothing contained in this Mortgage and Security Agreement shall prevent Company from merging into itself, or acquiring by conveyance all of any part of the property and franchises of, any other corporation, whether or not an Affiliate of Company.

In case Company shall acquire by any such merger or conveyance all or substantially all of the property of any other corporation which immediately prior to such merger or conveyance shall have been a Class I Carrier (as defined by the rules of the Interstate Commerce Commission in force on the date hereof) and not an Affiliate of Company (other than a New Carrier Affiliate of Company), this Mortgage and Security Agreement shall not, by reason of such merger or conveyance, constitute and become a lien upon or security interest in, and the term "Mortgaged Property" shall not include or comprise, the following:

(a) any property, right or franchise of such other corporation so acquired; and

(b) to the extent requested by Company, any property, right or franchise which may be purchased, constructed or otherwise acquired by Company after the date of such merger or conveyance and which, if such merger or conveyance had instead been a transaction whereunder Company merged into a successor corporation and such property, right or franchise were purchased, constructed or otherwise acquired by such successor corppration, would not have been required by the provisions of Section 5.02 hereof to be subjected to the lien and security interest of this Mortgage and Security Agreement; and

upon request of Company, Mortgagee will jo; in in the execution and delivery of a supplemental indenture to this Mortgage and Security Agreement confirming and evidencing the foregoing.

ARTICLE VI

REMEDIES OF MORTGAGEE

SECTION 6.01. Events of Default. If one or more of the following events herein called "Events of Default" shall occur, that is to say:

(a) Company or any Subsidiary of Company (whichever shall be obligated under or pursuant to the Sale Agreement to make such payment) shall fail to pay, when due and payable, any amount (whether interest, premium, Principal, penalty or otherwise) of any Assumed Liability (other than any amount the liability for which is at the time being contested in good faith by Company or such Subsidiary) and such failure shall continue for 90 days after notice

setting forth such failure and requiring the same to be remedied shall have been given to Company by Mortgagee; or

(b) Default shall be made in the observance or performance of any other covenant, condition or agreement on the part of the Company contained herein or in the Sale Agreement and such default shall continue for 90 days after notice setting forth such default and requiring the same to be remedied shall have been given to Company by Mortgagee; provided, however, that if such default is one which cannot be cured by Company within such 90 days, such period of 90 days shall be extended for such additional period during which Company is diligently seeking to cure such default; or

(c) A decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization of Company under the Bankruptcy Act or any other state or federal law, and such decree or order shall have continued undischarged or unstayed for 60 days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of Company, or of its property, or any substantial portion of its property, or for the winding up or liquidation of its affairs, shall;have been entered and such decree or order shall have continued undischarged or unstayed for 60 days; or

(d) Company shall institute proceedings to be adjudged a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or readjustment under the Bankruptcy Act or any other state or federal law, or otherwise invoke any law for the aid of debtors, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of it or of its property or any substantial portion of its property, or shall make an assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts generally as they become due; or corporate action shall be taken by the Company in furtherance of any of the aforesaid purposes;

then and in each and every such case, Mortgagee, personally or by its agents or ;attorneys, may so long as such Event of Default is continuing, by notice to Company declare to be and become immediately due and owing by Company to Mortgagee, and thereupon there shall immediately become due and owing and payable to;Mortgagee by Company, and Company agrees to pay forthwith to Mortgagee:

(i) in case of any Event of Default described in subparagraph (a) above, a sum equal to the amount of any Assumed Liability non-payment of which shall have given rise to such Event of Default, and Mortgagee agrees that any such sum so paid to it by Company will be applied by Mortgagee, in such order of application as it may determine, to the payment of the unpaid amount of any such Assumed Liability;

(ii) in case of any Event of Default described in subparagraph (b) above, a sum equal to the amount of damages suffered by Mortgagee as a result of the default by Company which shall have given rise to such Event of Default; and

(iii) in case of any Event of Default described in subparagraph (c) or (d) above, a sum equal to the then aggregate unpaid amount of all secured Obligations (or such tereof as Mortgagee may from time to time designate in its discretion), and Mortgagee agrees that any sun so paid to it by Company will be applied by Mortgagee, in such order of application as it may determine in its discretion, to the payment of the unpaid amount of the Secured Obligations (or such thereof as Mortgagee may have designated), any balance remaining after such application to be returned to Company, without, however, affecting the right of Mortgagee, to thereafter designate, and thereby require payment by Company, purusant to the provisions of this clause (iii), of the unpaid amount of any Secured Obligations the payment of which shall not have been theretofore required pursuant to such provisions; and for the purposes of this clause (iii), any Assumed

Liability shall be deemed to be a Secured Obligation and the unpaid amount of any Assumed Liability shall be deemed to be an equivalent unpaid amount of a Secured Obligation.

SECTION 6.02. Enforcement of Remedies. So long as any Event of Default shall have occurred and be continuing, Mortgagee may from time to time, in its discretion, enforce and pursue any and all rights and remedies with respect to the Mortgaged Property or any part thereof (whether by foreclosure in judicial proceedings, sale with or without judicial proceedings, or otherwise) as may be available to it under applicable law. Any proceeds of any disposition by or on behalf of Mortgagge of the Mortgaged Property or any part thereof may be applied by it to the payment of expenses in connection with all or any part of the Mortgaged Property and disposition thereof, including reasonable attorneys fees and legal expenses, and any balance of such proceeds may be applied by Mortgagee, in such order of application as it may determine in its discretion, to the payment of all or any part of any sum then payable to Mortgagee under the provisions of Section 6.02 hereof, without relieving Company from any liability with respect to any portion of such sum remaining unpaid after such application.

SECTION 6.03. No Waiver. No failure or dealy on the part of Mortgagee in the exercise of any right or remedy under or with respect to this Mortgage and Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE VII

TERMINATION

This Mortgage and Security Agreement, and the lien hereof and the security interest hereunder, shall terminate and cease to be of any further force and effect, on the later of January 1, 1989 or the date on which all Bonds which shall have been issued under the North Western First Mortgage on or prior to the date hereof or issued under such Mortgage after the date hereof as permitted by clause (vi) of paragraph (a) of Section 9.3 of the SalelAgreement shall have been surrendered and cancelled; provided, however, that if at that time any Event of Default, or any event which with the lapse of time, or with notice and lapse of time, would constitute an Event of Default, has occurred and is continuing, this Mortgage and Security Agreement, and the lien hereof and the security interest hereunder, shall not terminate or cease to be of further force or effect, until the time, if any, thereafter on which no Event of Default, and no evant which with the lapse of time, or with notice and lapse of time, would constitute an Event of Default, shall have occurred and be continuing. Upon any such termination of this Mortgage and Security Agreement, Mortgagee will execute such instruments of release and satisfaction of this Mortgage and Security Agreement as Company may reasonably request.

ARTICLE VIII

MISCELLAENOUS

SECTION 8.01. Certain Action by Mortgagee. Mortgagee agrees that in the event (a) any holder (or any Trustee for or representative of any holder) of any obligation secured by any Permitted Encumbrance existing at the date hereof shall at any time give written notice either to Mortgagee or Company to the effect that any provision of this Mortgage and Security Agreement constitutes a default in the observance or performance of any covenant, condition, or agreement on the part of Company contained under or in connection with such Permitted Encumbrance and requiring such default to be remedied, and (b) a written opinion, addressed to Mortgagee, of independent counsel for Company to the effect that such a default exists shall be given to Mortgagee, then Mortgagee will, as promptly as practicable, take such action, including such amendment of any provision of this Mortgage and Security Agreement and the release or subordination of any lien or security interest hereunder, as such counsel shall specify in such opinion as the minimum action required to be taken by Mortgagee in order to remedy any such default. Mortgagee and Company each agrees to immediately notify the other upon receipt by it of any written notice to the foregoing effect from any such holder, Trustee or representative.

SECTION 8.02. Notices. All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postate prepiad, as follows:

(a) If to Mortgagee, to:

Richard J. Hill, Secretary
Chicago and North Western Railway Company
400 W. Madison Street
Chicago, Illinois 60606

or in such other manner as Mortgagee may from to time specify by notice to Company; and

(b) If to Mortgagor, to:

Chicago and North Western Transportation Company
c/o Sonnenschein Levinson Carlin Nath & Rosenthal
69 West Washington Street
Chicago, Illinois 60602

or in any such other manner as Company may from time to time specify by notice to Mortgagee.

SECTION 8.03. Headings. The various headings used in this Mortgage and Security Agreemant for Articles or Sections are for convenience only and shall not be used in interpreting this Mortgage and Security Agreement or the text of any Article or Section hereof.

SECTION 8.04. Severability. Wherever possible, each provision of this Mortgage and Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if for any reason whatsoever, any provision of this Mortgage and Security Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or cases in any particular jurisdiction or jurisdictions or in all jurisdictions or in all cases, such circumstances shall not have the effect of rendering such provision inoperative, unenforceable or invalid fn any other jurisdiction or in any other case or of rendering any other provisions of this Mortgage and Security Agreement inoperative, unenforceable or invalid..

SECTION 8.05. Successors and Assigns. This Mortgage and Security Agreement shall be binding upon and shalliinure to the benefit of the parties hereto, and subject to the provisions of Article V hereof, their respective successors and assigns.

SECTION 8.06. Counterparts, This Mortgage and Security Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall cinstitute together but one and the same instrument.

IN WITNESS WHEREOF, each of Chicago and North Western Transportation Company and Chicago and North Western Railway Company has caused this Mortgage and Security Agreement to be signed on its behalf and acknowledged by its Chairman, President or a Vice President and its corporate seal to be affixed hereto attested by its Secretary or An Assistant Secretary, all as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

(CORPORATE SEAL)

By /s/ R. D. LEACH
R. D. Leach
Vice President

ATTEST:

/s/ G. L. VARGASON
G. L. Vargason
Assistant Secretary

In the presence of:

/s/ R. F. SWENSON
R. F. Swenson

/s/ JUDITH L. JANOWSKI
Judith L. Janowski

CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

(CORPORATE SEAL)

By /s/ WALTER F. LUTZ
Walter F. Lutz
Vice President

ATTEST:

/s/ E. A. BROCK
E. A. Brock
Assistant Secretary

In the presence of:

/s/ V. J. LUISI
V. J. Luisi

/s/ J. M. SAMPSON
J. M. Sampson

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK,)

I. D. J. WALSH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. D. LEACH, personally known to me to be a Vice President of Chicago and North Western Transportation Company, a Delaware corporation, and G. L. VARGASON, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be thetsame persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person, and, being by me duly sworn, deverally said and acknowledged that they are a Vice President and an Assistant Secretary, respectively, of said corporation, that they signed and delivered said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Lirectors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation.

GIVEN under my hand and notarial seal this 1st day of June, 1972 A. D.

/s/ D. J. WALSH
D. J. Walsh
Notary Public

My commission expires July 18, 1975.

(NOTARIAL SEAL)

STATE OF ILLINOIS,)
) SS.
COUNTY OF COOK,)

I. F. J. BROJ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WALTER F. LUTZ, personally known to me to be a Vice President of Chicago and North Western Railway Company, a Wisconsin corporation, and E. A. BROCK, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person, and, being by me duly sworn, severally said and acknowledged that they are a Vice President and the Assistant Secretary, respectively, of said corporation, that they signed and delivered said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the board of Directors, of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and thatmthe seal affixed to said instrument is the corporate seal of said corporation.

GIVEN under my hand and notarial seal this 1st day of June, A. D. 1972.

/s/ F. J. BROJ
F. J. Broj
Notary Public

My commission expires May 19, 1974.

(NOTARIAL SEAL)

STATE OF WISCONSIN } ss.
Department of State
Received this 6th day of June A. D. 1972 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 32419
Secretary of State

LAW OFFICES
DAVIS, WITKIN, FOLEY & WEIBY
TELEGRAN BUILDING
SUPERIOR, WISCONSIN 54880
TELEPHONE 394-6691
AREA CODE 715

J. L. DAVIS
HAROLD WITKIN
J. P. FOLEY
D. M. WEIBY

D. S. FARWELL

HAYWARD, WISCONSIN OFFICE
109 EAST SECOND STREET 54843
PHONE 715-634-2821

July 3, 1972

Mr. Robert C. Zimmerman
Secretary of State
State Capitol Building
Madison, Wisconsin 53702

Attn: Corporate Division

RE:: Burlington Northern, Inc. -
Superior Wholesale Liquor Company, Inc.

Dear Sir:

We enclose herewith photocopy of page 1 of the partial release as previously filed with you with our letter of April 11, 1972.

Will you please now forward the filing

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York:

NOW, THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee, in consideration of One Dollar ($1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said mortgage and the several supplements thereto having been recorded, respectively, in the County of Dane

DATE	RECORDING OFFICE	BOOK AND PAGE
November 1, 1949	Secretary of States Office	Vol 41 - 235-289
June 1, 1952	"	Vol 44 - 153-172
August 1, 1952	"	Vol 44 - 221-233
January 1, 1954	"	Vol 45 - 16- 27
August 1, 1954	"	Vol 45 - 288-299
September 15, 1954	"	Vol 45 - 300-311

release from the lien and operation of said deed of trust or mortgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL RAILROAD COMPANY such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as is situated in the County of Dane, State of Wisconsin, and more particularly described as follows:

Lot 8 and 11, Block 26, Original Plat of the City of Madison, Dane County, Wisconsin

without, however, releasing from the lien and operation of said deed of trust or mortgage, or any supplement thereto, any other property now or hereafter subject thereto.

IN TESTIMONY WHEREOF, said Morgan Guaranty Trust Company of New York, as Trustee aforesaid, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of this 10th day of April, 1972.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee aforesaid

(SEAL)

BY: /s/ D. G. HOPE
D. G. HOPE

ATTEST:

/s/ R. FREDERICKS
R. Fredericks Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, FRANK SCHLIERF, a Notary Public in and for the said County and State, hereby certify that D. G. HOPE, Trust Officer of the aforesaid Morgan Guaranty Trust Company of New York, who is personally known to me and known to be such Trust Officer of said corporation and the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person in said State and County, and being by me duly sworn did say that he was on the date of the execution of the said instrument Trust Officer of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the said instrument as such Trust Officer, signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Trust Officer as his own free and voluntary act as said Trust Officer and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by R. Fredericks as Assistant Secretary of said corporation.

GIVEN under my hand and seal of office in New York, New York County, State of New York, this 10th day of April, 1972.

/s/ FRANK SCHLIERF
Notary Public

My commission expires:

(NOTARY SEAL)

(NOTARY STAMP)

STATE OF WISCONSIN } ss.
Department of State }
Received this 18th day of July A. D. 19 72 at 2 o'clock P M. and recorded in Vol. 500 Records on page 51
Secretary of State

(FIRST MORTGAGE RELEASE NO. 761)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin, in Book 39, of Railroad Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consider ation, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Coon Valley, in the County of Vernon, State of Wisconsin which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

in

(FIRST MORTGAGE RELEASE NO. 761)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Coon Valley, in the County of Vernon, State of Wisconsin which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 6th day of JUNE, A. D. 1972.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By /s/ DONALD H. REMMERS
Vice President

(CORPORATE SEAL)

ATTEST OR COUNTERSIGNED:

By /s/ M. J. Kruger
Trust Officer

WITNESSED BY:

/s/ J. M. Rese

/s/ J. J. Powell

...CONSIN) ss.
...r of State)
...ed this.....day of
.....A. D. 19.....at.....
o'clock.....M. and recorded in Vol.
.....of.....
on page.....
.....
Secretary of State

APPENDIX 1

Real Estate situated at Coon Valley, County of Vernon, State of Wisconsin, which is more particularly described as follows, to-wit:

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 134.0 feet wide right-of-way across the N-½ of the SE-¼ of Section 7, T. 14 N., R. 5W;

also

Lots 7, 8, 9, 10, and 11 of the N-½ of Block 4 in Anderson's Addition to Coon Valley;

also

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 66.0 feet wide right-of-way across the east 500.0 feet of the NE-¼ SW-¼ of said Section 7;

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's trackage, ties, switches and fastenings over and across the afore above described parcels of real estate and across the N-½ of Central Avenue in the SE-¼ of the NE -¼ of said Section 7.

* * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 761.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO,
as Trustee

By /s/ DONALD H. REMMERS
Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 6th day of JUNE, A. D. 1972, DONALD H. REMMERS, a Vice President, and M. J. KRUGER, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ R. SLATER
Notary Public in and for the State
of Illinois, County of Cook.

My Commission expires January 14, 1974

STATE OF WISCONSIN) ss.
Department of State
Received this 25 day of
July A. D. 1972 at 2
o'clock P. M. and recorded in Vol.
50 of RRM
on page 23454
Secretary of State

(GENERAL MORTGAGE RELEASE NO. 761)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin in Book 39, of Railroad Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUIT-CLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Coon Valley, in the County of Vernon, State of Wisconsin which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 9th day of June, A. D. 1972.

(CORPORATE SEAL)

HARRIS TRUST AND SAVINGS BANK,
As Trustee as aforesaid,

By /s/ J. L. SPRENG
Vice President

STATE OF WISCONSIN) ss.
Department of State
Received this ..... day of
..... A. D. 19..... at .....
o'clock ..... M. and recorded in Vol.
..... of .....
on page .....
Secretary of State

ATTEST OR COUNTERSIGNED:

By /s/ R. G. MASON
Assistant Secretary

WITNESSED BY:

/s/ K. R. RUNNFELDT
K. R. RUNNFELDT

/s/ L. D. LEWIS
L. D. LEWIS

APPENDIX 1

Real Estate situated at Coon Valley, County of Vernon, State of Wisconsin, which is more particularly described as follows, to-wit:

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 134.0 feet wide right-of-way across the N-½ of theSE¼ of Section 7, T. 14N., R. 5W;

also

Lots 7, 8, 9, 10, and 11 of the N-½ of Block 4 in Anderson's Addition to Coon Valley;

also

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 66.0 feet wide right-of-way across the east 500.0 feet of the NE-¼ SW-¼ of said Section 7;

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's trackage, ties, switches and fastenings over and across the afore above described parcels of real estate and across the N-½ of Central Avenue in the SE-¼ of the NE -¼ of said Section 7.

* * * *

The foregoing Appendix 1, consisting of one (1) page is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 761.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ J. L. SPRENG
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 9th day of June, A. D. 1972, J. L. SPRENG, a Vice President, and R. G. MASON, an Assistant Secfetary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. MOENNICH
Notary Public in and for the State of
Illinois, County of Cook

(NOTARY SEAL)

My Commission expires SEPTEMBER 2,1975

STATE OF WISCONSIN) ss.
Department of State
Received this 25 day of
July A. D. 1972 at 2
o'clock P. M. and recorded in Vol.
50 of RRM
on page 23455
Secretary of State

Wisconsin Electric POWER COMPANY
231 WEST MICHIGAN, MILWAUKEE, WISCONSIN 53201

July 24, 1972

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. Robert C. Zimmerman
Secretary of State
Commercial Code Section
112 West Capitol Building
Madison, Wisconsin 53702

Dear Mr. Zimmerman:

Will you please record the following enclosed releases from mortgage:

1. Deed of Partial Release by Continental Illinois National Bank and Trust Company of Chicago dated June 27, 1972 (First Mortgage Release No. 766).

2. Deed of Partial Release by Harris Trust and Savings Bank dated June 27, 1972 (General Mortgage Release No. 766).

Please send a statement of the recording fee which we shall remit to you promptly. Enclosed please find a self-addressed envelope to be used for the return of the documents to me after they have been recorded.

Thank you for your prompt attention to this matter.

Very truly yours,
/s/ OTIS KOSKE
Real Estate Agent

O. F. Koske/;lo
Enc.

(FIRST MORTGAGE RELEASE NO. 766)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Milwaukee, in the County of Milwaukee, State of Wisconsin which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 27th day of JUNE, A. D. 1972.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid

(CORPORATE SEAL)

By /s/ V. L. BEDINGFIELD
SECOND Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. C. MULL, JR.
Trust Officer J. C. MULL, JR.

WITNESSED BY:

/s/ R. SLATER

/s/ D. R. HART

(REGISTER OF DEEDS STAMP)

APPENDIX 1

Real Estate situated in the City of Milwaukee, County of Milwaukee, State of Wisconsin, which is more particularly described as follows, to-wit:

A parcel of land situated in the PLAT OF THE TOWN OF MILWAUKEE ON THE WEST SIDE OF THE RIVER in the South East one-quarter (¼) of Section Twenty-nine (29) in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows: Commencing at the Northwest corner of Block 77 in said PLAT OF THE TOWN OF MILWAUKEE ON THE WEST SIDE OF THE RIVER in the South East ¼ of Section 29, Township 7 North, Range 22 East; thence South 0°45'20", West along the East line of North 5th Street, a distance of 271.46 feet to the point of beginning of the parcel herein described (said point being the Northwest corner of Lot 11 and Southwest corner of Lot 10 in said Block 77); thence South 89°39'20" East a distance of 320.18 feet; thence South 0°45'26" West along the West line of North 4th Street a distance of 165.49 feet; thence North 89°43'25" West along the North line of West Clybourn Street, as presently laid out, a distance of 320.24 feet; thence North 0°45'20" East along the East line of North 5th Street a distance of 165.87 feet to the place of beginning, consisting of all of Lots 11, 12, 13, 14, 15 and 16 in Block 77, and that portion of the vacated alley lying within the described block between Lot 13 on the West and Lots 14, 15 and 16 on the East and the vacated North 15 feet of West Clybourn Street adjoining said Block on the South.

* * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 766.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By /s/ V. L. BEDINGFIELD
SECOND Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 27th day of June, A. D. 1972, V. L. BEDINGFIELD, a SECOND Vice President, and J. C. MULL, JR. a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ J. J. POWELL
Notary Public in and for the State of Illinois, County of Cook.

My Commission expires April 26, 1976

STATE OF WISCONSIN } ss.
Department of State
Received this.....day of
.....A. D. 19.....at.....
o'clock.....M. and recorded in Vol.
.....of.....
on page.....
.....
Secretary of State

(GENERAL MORTGAGE RELEASE NO. 766)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin, (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in Book 39, of Railroad Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Milwaukee, in the County of Milwaukee, State of Wisconsin which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 27th day of June, A. D. 1972.

HARRIS TRUST AND SAVINGS BANK,
As Trustee as aforesaid,

By /s/ W. H. SPITLER
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ R. G. MASON
Assistant Secretary

(REGISTER OF DEEDS STAMP)

WITNESSED BY:

/s/ R. K. JUERGENS, JR.

/s/ L. D. LEWIS

APPENDIX 1

Real Estate situated in the City of Milwaukee, County of Milwaukee, State of Wisconsin, which is more particularly described as follows, to-wit:

A parcel of land situated in the PLAT OF THE TOWN OF MILWAUKEE ON THE WEST SIDE OF THE RIVER in the South East one-quarter (1/4 of Section Twenty-nine (29) in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows: Commencing at the Northwest corner of Block 77 in said PLAT OF THE TOWN OF MILWAUKEE ON THE WEST SIDE OF THE RIVER in the South East ¼ of Section 29, Township 7 North, Range 22 East; thence South 0°45'20" West along the East line of North 5th Street, a distance of 271.46 feet to the point of beginning of the parcel herein described (said point being the Northwest corner of Lot 11 and Southwest corner of Lot 10 in Said Block 77); thence South 89°39'20" East a distance of 320.18 feet; thence South 0°45'26" West along the West line of North 4th Street a distance of 165.49 feet; thence North 89°43'25" West along the North line of West Clybourn Street, as presently laid out, a distance of 320.24 feet; thence North 0°45'20" East along the East line of North 5th Street a distance of 165.87 feet to the place of beginning, consisting of all of Lots 11, 12, 13, 14, 15 and 16 in Block 77, and that portion of the vacated alley lying within the described block between Lot 13 on the West and Lots 14, 15 and 16 on the East and the vacated North 15 feet of West Clybourn Street adjoining said Block on the South.

* * * * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 766.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ W. H. SPITLER
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 27th day of June, A. D. 19__, W. H. SPITLER, a Vice President, and R. G. MASON, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. MOENNICH
Notary Public in and for the State of Illinois, County of Cook

(NOTARIAL STAMP)

My Commission expires SEPTEMBER 2,1975

STATE OF WISCONSIN } ss.
Department of State
Received this ..... day of
..... A. D. 19..... at
o'clock.....M. and recorded in Vol.
..... of .....
on page.....
Secretary of State

FROM
L. E. Grinde Rm. 651 HF. SOB.
Bur. of Right of Way

SUBJECT
I.D. 1192-1-21
Chippewa Co.

TO
L. J. FAHEY
SEC. OF STATE OFFICE

DATE
7-31-72

MESSAGE
Please have the attached document recorded at your office and return same to the writer.

Thank you for your time.

SIGNED /s/ L. E. GRINDE

INDEXED ✓ DEED NO. 77407 356222

That, CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a Wisconsin corporation, GRANTOR, for a consideration of ONE HUNDRED FIFTY AND NO/100 DOLLARS ($150.00), conveys and quitclaims to the STATE OF WISCONSIN, GRANTEE, but subject to the provisions and conditions hereinafter contained, all existing, future or potential rights of access to or from an abutting public highway to be designated as U. S. Highway 53, and for no other purposes whatsoever, over, across and upon that portion of the Southeast Quarter of the Northeast Quarter, Southwest Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 18, and the Southeast Quarter of the Southwest Quarter, Southwest Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 7, all in Township 31 North 31 North, Range 9 West; and also the Northeast Quarter of the Southeast Quarter, Southeast Quarter of the Northeast Quarter, Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, Township 31 North, Range 10 West in Chippewa County, Wisconsin and further identified as Highway Station 1150+ 74.78 to Highway Station 124+00, Project I.D. 1192-1-21, Parcel No. 23.

Reserving, however, unto said Grantor, the right and privilege to use said land for any and all purposes not inconsistent with the grant herein contained.

By the acceptance hereof, the Grantee, for itself, its successors and assigns, assumes the expense of erecting and maintaining any and all highway fencing required in connection with the grant herein contained, in the event that fencing becomes necessary.

This document was drafted by the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, Chicago, Illinois.

FEE
2
EXEMPT

DATED this 30th day of May, 1972.

Signed, Sealed and Delivered in Presence of:

/s/ V. J. LUISI
V. J. Luisi

/s/ K. J. STORZ
K. J. Storz

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

/s/ ROBERT W. MICKEY
Robert W. Mickey, Asst. Vice President

Attest /s/ G. L. VARGASON
G.L. Vargason, Asst. Secretary

STATE OF WISCONSIN } ss.
Department of State
Received this 31st day of
July A. D. 19 72 at 2
o'clock P M. and recorded in Vol.
50 R R M
of
on page

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Marilyn J. Klein, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G. L. Vargason to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 30th day of May, 1972.

/s/ MARILYN J. KLEIN Marilyn J. Klein
Notary Public, in and for the County of Cook, in the State of Illinois.

My Commission expires: June 9, 1974

(NOTARIAL SEAL)

(REGISTERS STAMP)
(CHIPPEWA COUNTY)

LAW OFFICES
WELSH, TROWBRIDGE, PLANERT & SCHAEFER
ESTABLISHED 1852
SUITE 509 BELLIN BUILDING
P. O. BOX 189
GREEN BAY, WISCONSIN 54305

TELEPHONE 432-5521

RODNEY C. WELSH
FREDERICK N. TROWBRIDGE
LLOYD J. PLANERT
ROBERT W. SCHAEFER
FREDERICK N. TROWBRIDGE, JR.
VANCE M. WAGGONER
JOHN C. MITBY

July 17, 1972

Secretary of State
State of Wisconsin
Madison, Wisconsin 53701

Gentlemen:

In accordance with Wisconsin Statute 190.11, I am enclosing herewith a certified copy of deed recorded in Volume 252 of Deeds, on Page 340, and a certified copy of deed recorded in Volume 271 of Deeds, on Page 612, both recorded in Brown County, Wisconsin, for filing in the Office of the Secretary of State for the State of Wisconsin.

The above-described deeds cover the following two parcels of land: See Exhibits A and B attached.

We, of course, will be glad to pay any costs involved, including those of filing.

Sincerely yours,

WELSH, TROWBRIDGE, PLANERT,
& SCHAEFER

By: /s/ JOHN C. MITBY
John C. Mitby

JCM:dmp
Enclosures

STATE OF WISCONSIN)
Department of State) ss.
Received this 1st day of
Aug. A. D. 1972 at 2
o'clock P. M. and recorded in Vol.
50 of RRM
on page 63-64
Secretary of State

EXHIBIT A

Part of Lot 5, C.L.A. Tank's Subdivision of Private Claims 2-9, West Side of Fox River, City of Green Bay, Brown County, Wisconsin, Described as follows: Commencing where the West line of said Lot 5 intersects the North line of West Mason St. as it now exists thence S 64°-00'E 508.50 Ft. along the North line of West Mason St. to the point of beginning, being a steel pipe with brass cap on top, thence along the East line of property owned by the Bay West Paper Company as follows: N 26°-00'E 249.25 Ft., thence N 32°-02'-45"W 45.86 Ft., thence N. 58°-16'-45"E 72.95 Ft., thence N 26°-00'E 29.51 Ft. thence S 66°-43'-53"E 20.00 Ft. along the South line of land owned by the C.M.St.P. & P.R.R. Co. as described in Volume 271 of Deeds, Page 612 Brown County Records, thence continuing along the South line of said R.R. Co. land S. 31°-45'-20"E 35.66 Ft., thence N 26°-00'E 20.10 Ft. along the East line of said R.R. Co. land, thence S 31°-45'-20"E 315.52 Ft. along the Southwesterly line of the 100 Ft. wide Rifht of Way of the said C.M.St.P. & P.R.R.Co., thence S 58°-24'-40"W 46.25 Ft. to a corner of a one story concrete block building, thence S 26°-04'-40"W 155.72 Ft. along the East side of said building and its prolongation to the North line of West Mason Street, thence N 64°-00'W 291.75 Ft. to the point of beginning, subject to easements of record.

EXHIBIT B

That part of Lot 5, Plat of C.L.A. Tank's Subdivision of Private Claims 2-9, City of Green Bay, West Side of Fox River, described as follows:

Commencing where the East line of said Lot 5 intersects the North line of West Mason Street as it now exists; thence North 64° 00' West 72.89 feet along the North line of Mason Street to a point of beginning being a steel pipe with a brass cap on top; thence South 26° 4' 40" West 155.72 feet; thence South 58° 24' 40" West 46.25 feet to a 1" pipe with a brass cap; thence South 31° 45' 20" East 55.29 feet to the East line of the aforesaid Lot 5 which is the intersection of the South boundary line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right-of-way; thence along the East line of Lot 5 to a point where East line of said Lot 5 intersects the North line of West Mason Street; thence North 64° 00' West 72.89 feet to a point of beginning.

"DO NOT DETACH"

STATE OF WISCONSIN)
) SS.
Brown County)

I, HAROLD P. LOCH, Register of Deeds in and for said county, do hereby certify that I have carefully prepared the annexed copy of a Deed with the original record thereof, registered in volume 252 of Deeds on page 340 and find the same to be a true and correct transcript thereof and of the whole of said original records. I further certify the same was recorded in this office on the 12th day of April, A.D. 1945, at 2:45 o'clock P.M.

In testimony whereof, I have hereunto set my hand and affixed my official seal at the city of Green Bay, in said county, this 11th day of April A.D. 1972.

/s/ HAROLD P. LOCH Register of Deeds
Deputy

VOL 252 PAGE 340 309650

HENRY A. SCANDRETT, WALTER J. CUMMINGS and GEORGE I. HAIGHT, not as individuals, but solely as Trustees of the Property of the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, under authority of the Court in certain proceedings under amended Section 77 of the Bankruptcy Act in the District Court of the United States for the Northern District of Illinois, Eastern Division, entitled "In the Matter of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, " Docket No. 60463, hereinafter called "Grantors", and as such Trustees being in possession of all the assets and property of said Railroad Company, with all the authority, power and title vested in them, under and by virtue of amended Section 77 of the Bankruptcy Act, for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1500.00) to them in hand paid, and pursuant to order of said Court entered on the 13th day of February, 1945, hereby CONVEY, free from liens as in said order provided, to W. S. KRUEGER and A. F. KRUEGER, of Green Bay, Wisconsin, co-partners, doing business under the style and firm name of CONTRACTORS SUPPLY COMPANY, all the right, title and interest of said Grantors in and to the following described real estate, to-wit:

The east three hundred thirteen (313) feet of Lot Five (5) of C. L. A. Tank's Subdivision of Private Claims Two (2) to Nine (9), west side of Fox River, in the City of Green Bay, Brown County, Wisconsin, south of the one hundred (100) foot right of way heretofore conveyed to Wisconsin & Michigan Railroad Company, a predecessor of said Grantors, by Edward Rothe and Wife by warranty deed dated June 25, 1881 and recorded in the office of the Register of Deeds of said Brown County on June 29, 1881 in volume 41 of deeds on page 533.

SUBJECT, however, to the rights of the public in and to the southerly portion of said premises occupied by the street known as Second or Mason Street and also subject to the right of the City of Green Bay to install and maintain a storm sewer underneath the northwesterly portion of said premises in accordance with an agreement dated April 12, 1944 between said Grantors and the City of Green Bay.

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to said W. S. KRUEGER and A. F. KRUEGER, their heirs, executors, administrators and assigns, forever.

IN WITNESS WHEREOF, said HENRY A. SCANDRETT, WALTER J. CUMMINGS and GEORGE I. HAIGHT, Trustees by virtue of the powers in them vested by law, and acting pursuant to and in conformity with the order of the Court hereinabove referred to, have caused these presents to be executed this 28th day of February, A. D. 1945.

/s/ HENRY A. SCANDRETT (SEAL)

/s/ WALTER J. CUMMINGS (SEAL)

/s/ GEORGE I. HAIGHT (SEAL)
Trustees of the Property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ RICHARD E. JOHNSEN

/s/ RUTH E. HALL
Witnesses for Trustees

STATE OF WISCONSIN)
Department of State) ss.
Received this 1st day of
Aug. A. D. 1972 at 2
o'clock P. M. and recorded in Vol.
50 of RRM
on page 63-64
Secretary of State

STATE OF ILLINOIS)
) SS
COUNTY OF CO OK)

On this 28th day of February, A. D. 1945, personally came before me HENRY A. SCANDRETT, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, Trustees of the Property of the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, to me known to be the same persons whose names are subscribed to;the foregoing instrument and acknowledged that they executed the said instrument as the free act and voluntary deed of said Trustees.

/s/ EDWIN O. SCHIEWE
Notary Public
My Commission Expires 8-29-45

(NOTARY SEAL)

309650
Henry A. Scandrett et al
trustees
to
Contractors Supply
Company
Deed

REGISTER OF DEED'S STAMP, BROWN COUNTY

"DO NOT DETACH"

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

I, HAROLD P. LOCH, Register of Deeds in and for said county, do hereby certify that I have carefully prepared the annexed copy of a deed with the original record thereof, registered in volume 271 of Deeds on page 612 and find the same to be a true and correct transcript thereof and of the whole of said original records. I further certify the same was recorded in this office on the 15th day of July A. D. 1947, at 2:15 o'clock P.M.

In testimony whereof, I have hereunto set my hand and affixed my official seal at the city of Green Bay, in said county, this 11th day of April A. D., 1972.

/s/ HAROLD P. LOCH Register of Deeds
_____ Deputy

VOL 271 PAGE 612 346866

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, hereby CONVEYS, free from the liens of the First Mortgage and the General Mortgage of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in the office of the Secretary of the State of LWisconsin, this conveyance free from said liens being permitted by Article XI, Section 2, of each of said mortgages, to W. S. KRUEGER and A. F. KRUEGER, of Green Bay, Wisconsin, co-partners, doing business under the style and firm name of CONTRACTORS SUPPLY COMPANY, for the sum of SIX HUNDRED AND NO/100 DOLLARS ($6.00.00), the following described real estate, to-wit:

ALL THAT PORTION of the westerly fifty (50) feet of the easterly three hundred sixty,three (363) feet of Lot Five (5) of C. L. A. Tank's Subdivision of Private Claims Two (2) to Nine(9), west side of Fox River, in the City of Green Bay, Brown County, Wisconsin, lying southwesterly of a line parallel to and sixty-seven (67) feet southwesterly, measured at right angles, from the center line of said Grantor's present main track; EXCEPTING, however, a triangular parcel of land in the northwesterly corner thereof described as follows:

START at the northwesterly corner of said described premises; thence south westerly along the westerly line thereof ten (10) feet; thence southeasterly parallel to the northerly line of Mason Street twenty (20) feet to a point in a line parallel to and sixty-seven (67) feet southwesterly measured at right angles from said center line of main track; thence northwesterly along said parallel line to the place of beginning.

This conveyance is made subject to the rights of the public in and to the southerly portion of said premises occupied by the street known as Second.or Mason Street and also subject to;the right of the City of Green Bay to install and maintain a storm sewer underneath the northerly portion of said premieses in accordance with an agreement dated April 12, 1944 between Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and the City of Green Bay.

IN WITNESS WHEREOF, the said Chicago, Milwaukee, St. Paul and Pacific Railroad Company has caused these presents to be signed by its President and countersigned by its Secretary, and its corporate seal to be hereunto affixed this 16 day of May, A. D. 1947.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

Signed and Sealed in Presence of:

/s/ W. A. DIETZE
W. A. Dietze

/s/ E. J. JOHNSON
E. J. Johnson

By /s/ C. H.BUFORD
C. H. BUFORD
President

COUNTERSIGNED:

/s/ T. W. BURTNESS
T. W. BURTNESS
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 16th day of May, A. D., 1947, personally came before me, C. H. BUFORD, and T. W. BURNTESS, President and Secretary of the above named corporation, who are to me known to be the persons who executed the foregoing instrument as such officers and as the free act and deed of said corporation by its authority.

/s/ ALICE E. NELSON
ALICE E. NELSON
Notary Public

NOTARY SEAL

My Commission Expires Feb. 4, 1948

STATE OF WISCONSIN
Department of State } SS
Received this 1st day of
Aug A. D. 19 72 at 2
50 and recorded in Vol.
of RRM
on page 64465
Secretary of State

66

AMENDMENT OF THE CHARTER
AND CERTIFICATE OF INCORPORATION
OF
NORTHWEST CHEMCO, INC.
ADOPTED December 7, 1972

* * * * * * * * * * *

RESOLVED, that the Amended Articles of Incorporation of Northwest Chemco, Inc. be amended by amending the first sentence of Article II to read as follows:

The number of directors constituting the Board of Directors of this corporation shall be that number, not less than three, as shall be fixed by the By-laws of the corporation.

* * * * * * * * * * *

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

PAUL J. WEIR and R. J. HILL, respectively Vice President - Finance and Secretary of Northwest Chemco, Inc., Do hereby certify that the foregoing Amendment to the Amended Articles of Incorporation of said Northwest Chemco, Inc. was duly adopted by the stockholders of said Northwest Chemco, Inc. on said 7th day of December, 1972, by the following Vote:

Classes of Shares	Number of Shares Outstanding	Number entitled to vote	Number voted For	Against
Common Stock	2,347,811	2,347,811	2,344,409	none
Preferred Stock, Series A 5%	1,014,761	1,014,761	1,012,882	none

IN WITNESS WHEREOF, said PAUL J. WEIR AND R. J. HILL, Vice President - Finance and Secretary, respectively, of said Northwest Chemco, Inc., have hereunto subscribed their names in certification of the foregoing and have caused the corporate seal of said Northwest Chemco, Inc. to be hereto affixed this 7th day of December, A. D. 1972.

/s/Paul J. Weir Vice President - Finance

/s/ R. J. Hill Secretary

STATE OF WISCONSIN
Department of State
Filed this 18th day of
Dec A. D. 1972 at 2
P M. and recorded in Vol.
50 f RKM
Secretary of State

67

Kellogg - Citizens National Bank of Green Bay, Green Bay, Wis.
Mr. Robert C. Zimmerman: Dear Sir
We are enclosing herewith the original and one copy of a Partial release in connection with the Ahnapee and Western Railway for filing.

/s/ Carl J. Mraz
V. P. & Trust Officer

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE AHNAPEE AND WESTERN TRANSPORATION CO.

The regular (annual) meeting of the Board of directors of the Ahnapee and Western Transportation Co., Inc. , was held at the general offices of the company at 2148 Shawano Avenue, Green Bay, Wisconsin, on the 11th day of May, 1972, at 9:00 o'clock A. M., pursuant to the By-laws.

H. L. Bushman, individually, as personal representative of the Estate of V. M. Bushman and Trustee of the V. M. Bushman Trust and Roger J. Daanen, individually and as Trustee of the V. M. Bushman Trust acted as chairman of the meeting. H. L. Bushman acted as secretary to the meeting.

Roger J. Daanen reported that the final stages of an agreement with respect to the sale of two parcels of real estate had been reached.

Virgil A. Mueller offered to purchase a parcel of property which is described below:

A strip parcel or poece of land situated in the Southeast on-quarter (SE 1/4) - Northeast quarter (NE 1/4) of Section Twenty-one (21) and Southwest quarter (SW 1/4) - Southwest quarter (SW 1/4)- Northwest quarter (NW 1/4) - Southwest one-quarter (SW 1/4) and Southwest quarter (SW 1/4) - Northwest one-quarter (NW 1/4) of Section Twenty-two (22), Township Twenty-five (25) North, Range Twenty-five East (25 E), being a Hundred (100) foot strip of land located Fifty (50) feet on each side of a center line of the former Ahnapee and Western Railway Company main track as described in Volume 4 of Deeds, pages 141, 144, 145 and 146 of Kewaunee County Records, bounded on the South by the North line of the McCloud River Railroad Company's property and on the North by the South line of the property of the State of Wisconsin - Department of Natural Resources.

Gerald Haegele offered to purchase the second parcel of property which is described below:

A parcel of land located in the City of Algoma, County of Kewaunee, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of Block One (1) of Young & Steele's Plat of the City of Algoma being the place of beginning; thence North Thirty-four degrees and Forty-one minutes East (34° -41' E) one hundred thirty-two and fourteen hundredths (132.14') feet to the original dock line of the City of Algoma; thence along said dock line South Fifty-one degrees and Twenty-one minutes East (S51° -21'E) Four Hundred Sixty-two and Thirty-four hundredths (462.34') Feet; thence South Thirty-seven degrees West)S37° - 00' W) One Hundred Fifty-one and one tenth (151.1') Feet to a point on the North line of Steele Street; thence North Sixty-nine Degrees Twelve Minutes West (N69 - 12' W) approximately One Hundred (100') feet to the West right of way line of the former Ahnapee and Western Railway Company, said right of way line being that line described as Six Feet (6') distant West from the West rail of the canning factory spur as decribed in Volume 12, Page 73 of Kewaunee County Records; thence Northwesterly concentric to and Six (6') Feet distant west from said rail to the point of intersection of the Southerly line of the Thirty (30') feet right of way of the former Ahnapee and Western Railway Company, as described in Volume 2, Page 448 of Kewaunee County Records; thence Westerly along the above-described Southerly right of way line to the place of beginning.

Excepting therefrom the strip of land and perpetual easement granted to the McCloud River Railroad Company in item number Seventy (70) of the Deed dated December 18, 1970, and recorded in Volume 134, page 469, of Kewaunee County Records.

Officers of the Corporation were further directed to contact the bond holder and the Trustee for the purpose of obtaining the necessary partial releases of the bond issue of November 3, 1906, covering property to be sold as set forth hereinbefore. Upon motion duly made, seconded and unanimously adopted, that the officers be authorized to sell the above hereinbefore described properties executing proper conveyance of title by a quit-claim deed.

/s/ H. L. Bushman, Secretary

Partial Release

Whereas, the first day of September, 1906, the Ahnapee & Western Transportation Company, f/k/a, the Ahnapee & Western Railway Company, executed a First Mortgage to the Milwaukee Trust Company, as Trustee, securing $425, 000.00, First Mortgage, 5%, 30- Year Gold Bonds, which said First Mortgage was recorded on the 3rd day of November, 1906, at 9:00 A. M., in Volume 14 of Railway Mortgages and Trust Deeds, pages 37-55, in the office of the Secretary of State and which First Mortgage covered, with other property, the premises hereinafter described; and

Whereas, the undersigned, as personal representative of the Estate of V. M. Bushman, deceased, and as Trustee of the V. M. Bushman Trust, is the holder of the bonds secured by said First Mortgage and numbered one through four hundred twenty-five, inclusive, said bonds being held at the Kellogg - Citizens National Bank, as escrow agent for V. M. Bushman, deceased; and

Whereas, by proper Board of Directors action, the Ahnapee & Western Transportation Company desires to sell, transfer and convey two parcels of land acquired for the operation of the road and now found no longer necessary of useful, it is requested from the personal representative of the Estate of V. M. Bushman and the Trustee of the V. M. Bushman Trust, to release the parcels of land to be sold, conveyed or transferred.

Now, Therefore, in consideration of the sum of $1.00 and other good and valuable consideration, the said H. L. Bushman, as personal representatibe of the Estate of V. M. Bushman and Trustee of the V. M. Bushman Trust, does hereby release from the lien of said First Mortgage the following portions of property described in said First Mortgage, to-wit:

Parcel
I "A strip, parcel or piece of land situated in the Southeast one-quarter (SE 1/4), Northeast one-quarter (NE 1/4) of section Twenty-one (21) and Southwest one-quarter (SW 1/4) , Southwest one-quarter (SW 1/4), Northwest one-quarter (NW 1/4), Southwest one-quarter (SW 1/4) and Southwest one-quarter (SW 1/4), Northwest one-quarter (NW 1/4) of Section Twenty-two (22), Township Twenty-five (25) North, Range Twenty-five (25) East, being a One Hundred (100) foot strip of land located Fifty (50) feet on each side of the center line of the former Ahnapee & Western Railway Company main trackas described in Volume 4 of Deeds, pages 141, 144, 145 and 146 of Kewaunee County Records bounded on the

South by the north line of the McCloud River Railroad Company's property and on the North by the South line of the property of the State of Wisconsin Department of Natural Resources."

Parcel II — "A parcel of land located in the City of Algoma, County of Kewaunee , State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of Block One (1) of Young & Steele's Plat of the City of Algoma being the place of beginning; thence North Thirty-four Degrees and Forty-one minutes East (N34° -41'E) One Hundred Thirty-two and Fourteen Hundredths (132.14') Feet to the original dock line of the City of Algoma; thence along said dock line South Fifty-one Degrees and Twenty-one minutes East (S51° -21'E) Four Hundred Sixty-two and Thirty-four Hundredths (462.34') Feet; thence South Thirty-seven Degrees West (S37° -00"W) One hundred Fifty-one and one tenth (151.1') Feet to a point on the North Line of Steele Street; thence North Sixty-none Degrees Twelve Minutes West (N69° -12'W) approximately One Hundred (100') Feet to the West right of way line of the former Ahnapee & Western Railway Company, said right of way line being that line described as Six Feet (6') distant West from the West rail of the canning factory spur as described in Volume 12, Page 73 of Kewaunee County Records; thence Northwesterly concentric to and Six (6') Feet distant West from said West rail to the point of intersection of the Southerly line of th Thirty (30') feet right of way of the former Ahnapee & Western Railway Company, as described in Volume 2, Page 448 of Kewaunee county Records; thence Westerly along the above-described Southerly right of way line to the place of beginning.

Excepting therefrom the strip of land and perpetual easement granted to the McCloud River Railroad Company in item number Seventy (70) of the Deed dated December 18, 1970, and recorded in Volume 134, Page 469, of Kewaunee County Records."

In Witness Whereof, said H. L. Bushman, aspersonal representative of the Estate of V. M. Bushman, deceased, and Trustee of the V. M. Bushman Trust, sets her hand and seal to be gereunto affixed this 26th day of July, 1972.

In Presence of: Elaine Petiniot
/s/ Dennis J. Kaiser

/s/ H. L. Bushman
Representative of the Estate of V. M. Bushman
Trustee, V. M. Bushman Trust

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this 26th day of July, 1972, the above-named H. L. Bushman, to me known to be the person who executed the foregoing instrument, and to me known to be the holder of the bond described above.

/s/ Roger J. Daanen, Notary Public, Brown County, State of Wisconsin
My commission expires May 5, 1974

Partial Release

Whereas, on the first day of September, 1906, the Ahnapee & Western Transportation Company, f/k/a The Ahnapee & Western Railway Company, executed a First Mortgage, to the Milwaukee Trust Company, as Trustee, securing $425,000.00, First Mortgage, 5%, 30-year Gold Bonds, which said First Mortgage was recorded on the 3rd day of November, 1906, at 9:00 A.M., in Volume 14 of Railway Mortgages and Trust Deeds, pages 37-55, in the office of the Secretary of State and which First Mortgage covered, with other property, the premises hereinafter described; and

Whereas, the Ahnapee & Western Transportation Company, bonds numbered 1 to 425, secured by the above-mentioned First Mortgage, are held by H. L. Bushman, aspersonal representative of the Estate of V. M. Bushman, deceased, and as Trustee of the V. M. Bushman Trust; and

Whereas, the Ahnapee & Western Transportation Company and H. L. Bushman, as personal representative of the Estate of V. M. Bushman, deceased, and as Trustee of the V. M. Bushman Trust, have hereunto consented, in writing, and authorized the Trustee to release from the lien of said First Mortgage, the hereinafter described property:

Now, Therefore, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the said Kellogg-Citizens National Bank, Trustee, does hereby release from the lien and the operation of said First Mortgage the following portions of the property described in the said First Mortgage, to-wit:

Parcel I — "A strip, parcel of piece of land situated in the Southeast one-quarter (SE 1/4), Northeast one-quarter (NE 1/4) of Section Twenty-one (21) and Southwest one-quarter (SW 1/4), Southwest one-quarter (SW 1/4), Northwest one-quarter (NW 1/4), Southwest one-quarter (SW 1/4), and Southwest one-quarter (SW 1/4), Northwest one-quarter (NW 1/4) of Section Twenty-two (22), Township Twenty-five (25) North, Range Twenty-five (25) East, being a One hundred (100) foot strip of land located Fifty (50) feet on each side of the center line of the former Ahnapee & Western Railway Company main Track as described in Volume 4 of Deeds, pages 141, 144, 145, and 146 of Kewaunee County Records bounded on the South by the north line of the McCloud River Railroad Company's property and on the North by the South line of the property of the State of Wisconsin, Department of Natural Resources."

Parcel II — "A parcel of land located in the City of Algoma, County of Kewaunee, State of Wisconsin, more particularly described as follows:
Commencing at the Northwest corner of Block One (1) of Young & Steele's Plat of the City of Algoma being the place of beginning; thence North Thirty-four Degrees and Forty-one minutes East (N34° - 41'E) One Hundred Thirty-two and Fourteen Hundredths (132.14') Feet to the original dock line of the City of Algoma; thence along said dock line South Fifty-one Degrees and Twenty-one minutes East (S51° - 21'E) Four Hundred Sixty-two and Thirty-four Hundredths (462.34') Feet; thence South Thirty-seven Degrees West (S37° -00" W) One Hundred Fifty-one and one thenth (151.1') Feet to a point on the North Line of Steele Street; thence North Sixty-nine Degrees Twelve Minutes West (N69° -12'W) approximately One Hundred (100') Feet to the West right of way line of the former Ahnapee & Western Railway Company, said right of way line being that line described as Six Feet (6') distant West from the West rail of the canning factory spur as described in Volume 12, Page 73 of Kewaunee County Records; thence Northwesterly concentric to and Six (6') Feet distant West from sain West rail to the point of intersection of the Southerly line of the Thirty (30') feet right of way of the former Ahnapee & Western Railway Company, as described in Volume 2, Page 448 of Kewaunee County Records; thence Westerly along the above-described Southerly right of way line to the place of beginning.

Excepting therefrom the strip of land and perpetual easement granted to the McCloud River Railroad Company in item number Seventy (70) of the Deed dated December 18, 1970, and recorded in Volume 134, page 469, of Kewaunee County Records."

That there remain no other premises describedin said Mortgage to secure the bond issue in the sum of $425,000.00 not heretofore released, according to the terms and conditions of said Mortgage.

In Witness Whereof, the said Kellogg-Citizens National Bank has caused these presents to be signed by Carl J. Mraz, Vice President, and countersigned by Frank F. Newell, Assistant Cashier, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed this 27 day of July, A.D., 1972.

Kellogg-Citizens National Bank
/s/ by Carl J. Mraz-Vice President
c/s/ by Frank F. Newell- Assistant Cashier

Signed and Sealed in Presence of: Gloria Jorgensen and Dale W. Phillips

CERTIFICATE

I, Carl J. Mraz, do hereby certify that I am the Trust Officer of the Kellogg-Citizens National Bank, the Trustee named in a certain Trust Deed executed by the Ahnapee and Western Transportation Company.

That on the 27 day of July, A.D., 1972, the Kellogg-Citizens National Bank, As Trustee, executed a Partial Release of certain properties owned by the Ahnapee and Western Transportation Company and situated in Kewaunee County, Wisconsin, the description of which property is attached hereto, marked Parcel II, and made a part hereof.

That the above-mentioned partial release was sent to the Secretary of State at Madison, Wisconsin, for the purpose of being filed in conjunction with the Trust Deed on file in that office, and to evidence a clear title on said property conveyed by The Ahnapee and Western Transportation Company to Gerald Haegele, by land contract, dated the 22nd day of July, 1972.

/s/ Carl J. Mraz

Dated at Green Bay, Wisconsin this 27 day of July, 1972

Parcel II — "A parcel of land located in the City of Algoma, County of Kewaunee, State of Wisconsin, more particularly described as follows:
Commencing at the Northwest corner of Block One (1) of Young & Steele's Plat of the City of Algoma being the place of beginning; thence North Thirty-four Degrees and Forty-one minutes East (34° -41'E) One Hundred Thirty-two and Fourteen Hundredths (132.14') Feet to the original dock line of the City of Algoma; thence along said dock line South Fifty-one Degrees and Twenty-one minutes East (S51° -21'E) Four Hundred Sixty-twoand Thirty-four hundredths (462.34') Feet; thence South Thirty-seven Degrees West (S37° -00"W) One Hundred Fifty-one and one tenth (151.1') Feet to a point on the North Line of Steele Street; thence North Sixty-nine Degrees Twelve Minutes West (N69° -12'W) approximately One Hundred (100') Feet to the West right of way line of the former Ahnapee & Western Railway Company, said right of way line being that line described as Six Feet (6') distant West from the West rail of the canning factory spur as described in Volume 12, Page 73 of Kewaunee County Records; thence Northwesterly concentric to and Six (6') Feet distant West from said West rail to the point of intersection of the Southerly line of the Thirty (30') feet right of way of the former Ahnapee & Western Railway Company, as described in Volume 2, Page 448 of Kewaunee County Records; thence Westerly along the above-described Southerly right of way line to the place of beginning.

Excepting therefrom the strip of land and perpetual easement granted to the McCloud River Railroad Company in item mumber Seventy (70) of the Deed dated December 18, 1970, and recorded in Volume 134, page 469, of Kewaunee County Records."

CERTIFICATE

I, Carl J. Mraz, do hereby certify that I am the Trust Officer of the Kellogg-Citizens National Bank, the Trustee named in a certain Trust Deed executed by The Ahnapee and Western Transportation Company.

That on the 27 day of July, A.D., 1972, the Kellogg-Citizens National Bank, as Trustee, executed a Partial Release of certain properties owned by The Ahnapee and Western Transportation Company and situated in Kewaunee County, Wisconsin, the description of which property is attached hereto, marked Parcel I, and made a part hereof.

That the above-mentioned partial release was sent to the Secretary of State at Madison, Wisconsin, for the purpose of being filed in conjunction with the Trust Deed on file in that office, and to evidence a clear title on said property conveyed by The Ahnapee and Western Transportation Company to Virgil A. Mueller, by land contract, dated the 14th day of June, 1972.

/s/ Carl J. Mraz

Dated at Green Bay, Wisconsin this 27 day of July, 1972.

Parcel I — "A strip, parcel or piece of land situated in the Southeast one-quarter (Se 1/4), Northeast one-quarter (NE 1/4) of Section Twenty-one (21) and Southwest one-quarter (SW 1/4), Southwest one-quarter (SW 1/4), Northwest One-quarter (NW 1/4), Southwest one-quarter (SW 1/4) and Southwest one-quarter (SW 1/4), Northwest one-quarter (NW 1/4) of Section Twenty-two (22), Township Twenty-five (25) North, Range Twenty-five (25) East, being a One hundred (100) foot strip of land located Fifty (50) feet on each side of the center line of the former Ahnapee & Western Railway Company main track as described in Volume 4 of Deeds, pages 141, 144, 145 and 146 of Kewaunee County Records bounded on the South by the north line of the McCloud River Railroad Company's property and on the North by the South line of the property of the State of Wisconsin, Department of Natural Resources."

STATE OF WISCONSIN)
Department of State) ss.
Received this 3 day of
Aug A.D. 19 72 at 2:00
P
and recorded in Vol.
58 RBM
67,68,69
Secretary of State

69A

AMENDMENT TO THE ARTICLES OF CONSOLIDATION

OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

ADOPTED JULY 27, 1972

* * * * * *

RESOLVED, that the Articles of Consolidation of Chicago, Saint Paul, Minneapolis and Omaha Railway Company be amended to change the corporate name of Chicago, Saint Paul, Minneapolis and Omaha Railway Company to Omaha Properties Co.

* * * * * *

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

BEN W. HEINEMAN and R. J. HILL, respectively President and Secretary of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, do hereby certify that the foregoing Amendment to the Articles of Consolidation of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company was duly adopted by the stockholders of said Railway Company on said 27th day of July, 1972, by the following vote:

Class of Stock	Number of Shares Outstanding	Number of Shares Entitled to Vote	Number of Shares Voted For	Against
Common Stock	185,567	185,567	184,252	0
Preferred Stock	112,593	112,593	112,289	0
			296,541	0

IN WITNESS WHEREOF, said BEN W. HEINEMAN and R. J. HILL, President and Secretary, respectively, of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, have hereunto subscribed their names in certification of the foregoing and have caused the corporate seal of said Railway Company to be affixed hereto this 27th day of July, A. D. 1972.

s/ Ben W. Heineman - President

s/ R. J. Hill - Secretary

STATE OF WISCONSIN)
Department of State) ss.
Received this 20th day of November A.D. 19 72 at 10:00 o'clock A. M. and recorded in Vol. 40 of R R R on page 69a
Peter R. Thomas
Secretary of State

70

Rasmus and Colbert
August 15, 1972

I Would appreciate it if you would record the enclosed certified copy of a railroad company deed. The original has been lost.

/s/ Ingolf E. Rasmus

State of Wisconsin)
) SS. Cert. #40609
Chippewa County)

I, Agnes B. Peloquin Register of Deeds, in and for said county, do hereby certify that the annexed copy of Quitclaim Deed from Chicago, Saint Paul, Minneapolis and Omaha Railway Company a Wisconsin Corporation, to E. J. Crane & Sons has been compared with the original record in this office by me, and that the same is a true transcript of the original record, and of the whole thereof. I further certify that the said Quitclaim Deed was recorded in this office on the 30 day of June A. D., 1966, at 11:30 oclock A. M. in Volume 306 of Records on page 207-09, Document No. 325683.

Witness my hand and official seal, at this office in Chippewa Falls, Wisconsin, This 11th day of August, A.D., 1972

/s/ Agnes B. Peloquin, Register of Deeds for Chippewa County, Wi.

#325683, Vol. 306 R-207
Chippewa County Register of deeds stamp Deed No. 72950 Authorization No. P-3526

The Grantor, Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a Wisconsin corporation, for the consideration of One Thousand Two Hundred and No/100------Dollars ($1,200.00), conveys and quitclaims to E. J. Crane & Sons of Bloomer, Wisconsin Frantee, all interest in the following described real estate situated in the City of Bloomer, County of Chippewa, and the State of Wisconsin, to wit:

Parcel "A"

That part of the Southwest Quarter of the Southwest Quarter of Section 4, Township 30 North, Range 9 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of 13th Avenue (Formerly Grove Street) distant 100 feet Northeasterly, measured at right angles, from the center line of the main track of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company (formerly the Chippewa Falls & Northern Railway Company), as said main track is now located and established; thence, Northwesterly, along a line parallel with said main track center line, a distance of 110 feet; thence, Westerly, along a line parrallel with said North line of 13th Avenue, to a point that is 40 feet Northeasterly of, as measured at right angles from, the center line of said Railway Company main track, as now located and established; thence, Southeasterly, along a line parallel with said maintrack center line, adistance of 110 feet, more or less, to the said North line of 13th Avenue; thence, Easterly, along said North line of 13th Avenue, to the point of beginning.

Reserving unto the Grantor, its successors and assigns, and those whom it may elect, an easement for driveway purposes only, being the Northeasterly 20 feet of Parcel "A".

Parcel "B"

That part of the Northwest Quarter of the Northwest Quarter of Section 9. Township 30 North, Range 9 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the extended South line of Grove Street (now 13th Avenue) with the center line of said Railway Company main track, as now located and extablished; thence, Southeasterly, along said main track center line, a distance of 270 feet; thence, Northeasterly, along a line at right angles to the last described course, to a point that is 9 feet Northeasterly of, as measured radially from, the center line of said Railway Company Spur Track I.C.C. No. 32, as now located and established, being the point of beginning of the lands herein to be described; thence, Northwesterly, along a line parrallel with said Spur Track, to a point distant 110 feet Southeasterly, as measured along a line parallel with the Spur Track center line from a point on the said extended South line of Grove Street that is 9 feet Northeasterly of , as measured radially from, the center line of said Spur Track; thence, Northerasterly, along a line at right angles to the last said parallel line a distance of 55 feet, more of less, to a point that is 100 feet Northeasterly of, as measured at right angles from, the center line of said Railway Company main track, as now located and established; thence, Southeasterly, along a line parallel with said main track center line, a distance of 148 feet, more or less, to a point on a line drawn at right angles to said main track center line from the above described point of beginning; thence, Southwesterly, along said right angle line, a distance of 46 feet, more or less, to the point of beginning.

Excepting and reserving, however, unto the Grantor, its successors and assigns forever, the ownership of all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described, together with the full right and license, at any and all times, to remove same without interference to the surface of the land or the buildings thereon.

Excepting and reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to maintain, operate, use, reconstruct and replace any and all existing conduits, sewer, water mains, gas lines, electric power lines, communication lines, wires and other utilities on said premises.

Dated this Twentieth day of May, 1966
Signed, Sealed and Delivered in Presence of: V. J. Luisi, R. C. Wilson
Rev. Stamp cancelled $1.65
Chicago, Saint Paul, Minneapolis and Omaha Railway Company
By I. Robert Ballin, Vice President
Attest T. A. Ross, Secretary
Approved: L.J. Postmus, Chief Closing Officer

State of Illinois)
) SS.
County of Cook)

I, A. S. Fleck, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, Do Hereby Certify that ____ and T. A. Ross, to me personally known and known to me to be, respectively, Vice President of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of sain corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public,at Chicago, Illinois, this Twentieth of May, 1966.

A. S. Fleck
Notary Public, in and for the County of Cook,
in the State of Illinois.

My Commission Expires: August 23, 1966

Quit-Claim Deed No. 325683
Chicago, Saint Paul, Minneapolis and Omaha Railway Company To C

STATE OF WISCONSIN } ss.
Department of State
Received this 17 day of
Aug A. D. 19 72 at 2
o'clock P M, and recorded in Vol.
50 of R R M
on Page 521

Burlington Northern

Enclosed herewith are original Counterpart Nos. 7 and 8 of Bill of Sale dated August 16, 1972, by which First National City Bank, as Trustee, under Great Northern Railway Equipment Trust of 1957 conveys all of its right, title and interest in and to the equipment included under said trust to Burlington Northern Inc.
Please file on counterpart of the Bill of Sale for record in your office pursuant to Section 122.08 Wisconsin Statutes, 1951, and return the other counterpart to me with the recording endorsement.
/s/ James W. Becker

Executed in 15 Counterparts of which this is Counterpart No. 7

Bill of Sale

Know All Men By These Presents That:

Whereas, by a certain Lease of Railroad Equipment dated March 1, 1957, The first National City Bank of New York (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated March 1, 1957 creating an equipment trust designated "GREAT NORTHERN RAILWAY EQUIPMENT TRUST OF 1957," by and among Burlington Equipment Company, said The First National City Bank of New York (now by merger, First National City Bank) and Great Northern Railway Company (now be merger, Burlington Northern Inc.) did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to Great Northern Railway Company (therein called "Company" and now by merger, Burlington Northern Inc.), hereinafter referred to as party of the second part, the following railroad equipment, to-wit:

12 17500 H.P. Diesel-Electric road switching locomotives. Nos. 688 to 699, inclusive.

11 1750 H.P. Diesel-Electric road switching locomotives with dynamic brakes. Nos. 712 to 722, inclusive.

5 1200 H.P. Diesel-Electric switching locomotives. Nos. 29 to 33, inclusive.

25 70-ton, 19,000 gallon steel tank cars, Class I.C.C. 103 W. Nos. x1400 to x1424, inclusive.

said Lease of Railroad Equipment being filed or recorded as follows:

Office of	Date	Filed or Recorded
Interstate Commerce Commission	3-29-57	Filed, Recordation No. 1149.
Secretary of State Dominion of Canada	4-1-57	Filed.
Secretary of State State of Wisconsin	4-1-57	Filed, G-786.70. Document No. 84.
Secretary of State State of North Dakota	4-2-57	Recorded in Volume Eleven of Railroad Telegraph and Telephone, page 61.
Secretary of State State of Montana	4-2-57	Recorded in Volume 26 of Mortgages, page 46
County Auditor King County, Washington	4-8-57	Recorded in Volume 3656 of Mortgages, page 326

and

Whereas, by suplemental agreement between the party of the first part and the party of the second part, dated as of October 9, 1967, and pursuant to Article Seventh of said Lease of Railroad Equipment, dated as of March 1, 1957, the party of the first part let and leased to the party of the second part certain equipment described below replacing equipment destroyed, as follows, to-wit:

1 89' 70-ton flat car with end of car cushion devices No. 61010;

said supplemental agreement being filed or recorded as follows, to-wit:

Office of	Date	Filed or recorded
Interstate Commerce Commission	10-25-67	Filed, Recordation No. 1149-A
Secretary of State Dominion of Canada	10-26-67	Filed.
Secretary of State State of Wisconsin	10-27-67	Filed.
Secretary of State State of North Dakota	10-31-67	Recorded
Secretary of State State of Montana	10-25-67	Recorded
County Auditor King County, Washington	11-1-67	Recorded

and

Whereas, by supplemental agreement between the party of the first part and the party of the second part, dated as of July 1, 1969, and pursuant to Article Seventh of said Lease of Railroad Equipment, dated as of March 1, 1957, the party of the first part let and leased to the party of the second part certain equipment described below replacing equipment destroyed, as follows, to-wit:

1 30' steel caboose No. X-152:

said supplemental agreement being filed in the office of the Interstate Commerce Commission on July 3, 1969, Recordation No. 1149-B and in the office of the Registrar General of Canada on July 11, 1969; and

Whereas, by supplemental agreement between the party of the first part and the party of the second part (evidenced by statement of new serial numbers, dated May 13, 1971, and consent, dated August 27, 1956) twelve (12) 1750 H.P. Diesel-Electric road switching locomotives

eleven (11) 1750 H.P. Diesel-Electric road switching locomotives, with dynamic brakes and five (5) 1200 H. P. Diesel-Electric switching locomotives included in the aforesaid Lease of Railroad Equipment dated March 1, 1957 were renumbered; said supplemental agreement being filed in the office of the Interstate Commerce Commission on July 12, 1971, Recordation N. 1149-C and in the office of the Registrar General of Canada on July 13, 1971; and

Whereas, Article Second of the aforesaid Lease of Railroad Equipment dated March 1, 1957, provides as follows:

"This lease shall continue in force until the rent paid hereunder shall furnish monies sufficient to meet, discharge, and cancel all the interests of the Trustee and the holders of the Trust Certificates in said Great Northern Railway Equipment Trust of 1957, created in respect of the Trust Equipment. At the termination of this lease and after all payments due or to become due from the Company hereunder and under said agreement shall have been completed and fully made to the Trustee, (1) such payments shall be applied and treated as purchase money and as the full purchase price of the Trust Equipment, (2) title to all of the Trust Equipment shall vest in the Company, and (3) thereupon the Trustee shall execute for record or filing in public offices, such instrument or instruments in writing as reasonally shall be requested by the Company in order to transfer to the Company all of the right, title and interest of the Trustee in and to all of the Trust Equipment; provided, however, and it is hereby agreed, that until then the title to none fo the Trust Equipment shall pass to or vest in the Company but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the psssession and use thereof by the Company."

and

Whereas, the party of the second part has fully paid all the rent and all other payments which it agreed to make in accordance with the provisions of said Lease of Railroad Equipment, and has performed all the covenants, obligations and agreements contained in said Lease of Railroad Equipment and said Agreement above referred to; and

Whereas, the Company has requested that the trust equipment be assigned and transferred by the Trustee to the Company as its absolute property;

Now, Therefore, said First National City Bank, as Trustee, party of the first part, in pursuance of the terms and conditions of said Lease of Railroad Equipment andof said Agreement above referred to, and in consideration of the sum of One Dollar ($1.00), to it in hand paid by Burlington Northern Inc., party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, grant and convey unto the party of second part, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railroad equipment referred to in said Lease of Railroad Equipment together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances, described as follows, to-wit:

Number of units	Description	Serial Numbers
12	1750 H.P. Diesel-Electric road switching locomotives	1761-1772, all inclusive
11	1750 H.P. Diesel-Electric road switching locomotives with dynamic brakes	1785-1795, all inclusive
5	1200 H.P. Diesel-Electric road switching locomotives	162-166, all inclusive
22	70-ton, 19,000 gallon steel tank cars, Class I.C.C. 103W.	X1400-X1404 X1406-X1416 X1418-X1419 X1421-X1424 all inclusive
1	89' 70-ton flat car with end of car cushion devices	61010
1	30' steel caboose	X152

To have and to Hold the same unto the party of the second part, its successors and assigns, forever.

This Bill of Sale is executed by First National City Bank, party of the first part, without covenent of warranty express or implied, and without recourse to First National City Bank in any event.

This Bill of Sale is simultaneously executed in several counterparts, each of which executed shall be deemed to be an original.

In Witness Whereof, First National City Bank, as Trustee as aforesaid, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 16th day of August, 1972.

First National City Bank, as Trustee /s/ by
Trust Officer

Attest: /s/ George Gregor, Assistant Trust Officer

State of New York)
) SS.
County of New York)

On this 16th day of August, 1972, before me personally appeared Ralph E. Johnson to me personally known, who, being by me duly sworn, says that he is a Trust Officer of First National City Bank, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

/s/ Enzo L. Carbocci

STATE OF WISCONSIN
Department of State } ss.
Received this 28th day of
Aug. A. D. 19 72 at 3
o'clock P. M. and recorded in Vol.
50 of R R M
on page 72 & 73
Secretary of State
SECRETARY OF STATE

Illinois Central Gulf Railroad

Don R. Montgomery, Comptroller
6327 Dorchester Ave., Chicago, Ill. 60637

Chicago, Illinois
August 30, 1972

Secretary of State
State of Wisconsin:State Office Bldg.
Madison, Wi. 53700

The State of Wisconsin is hereby notified that by order dated December 28, 1971, in Finance Docket Nos. 25103, 25104, 25105, and 25106, the Interstate Commerce Commission approved the plan of reorganization among Illinois Central Industries, Inc., the Illinois Central Railroad Company and Gulf, Mobile and Ohio Railroad Company, As a result, all properties of the former Illinois Central Railroad Company and Gulf, Mobile and Ohio Railroad Company are now owned and operated by Illinois Central Gulf Railroad Company, IRS identification number 36-2728842, a Delaware Corporation.

The Illinois Central Railroad Company, IRS identification number 36-6001342, business address, 135 East Eleventh Place, Chicago, Illinois, 60605, and the Gulf, Mobile and Ohio Railroad Company, IRS identification number 63-6000377, business address 104 St. Francis Street, Mobile, Alabama, 36602, have terminated their respective corporate status as of close of business August 10, 1972.

Inquiries regarding predecessor companies corporate and tax matters should be directed to Illinois Central Gulf Railroad Company, attention Don R. Montgomery, Comptroller, 6327 Dorchester Avenue, Chicago, Illinois 60637. Don R. Montgomery,Comptroller

Illinois Central Gulf Railroad

135 East Eleventh Place Chicago, Illinois 60605

September 12, 1972

Wisconsin Public Service Commission
Hill Farm State Office Building
Madison, Wisconsin 53702

Gentlemen:

On December 20, 1971 the Interstate Commerce Commission handed down its decision in Finance Docket 25103 authorizing the slae, assigment and transfer of the properties of Illinois Central Railroad Company to Illinois Central Gulf Railroad Company, a Delaware corporation. The Commission further approved and authorized dissolution of Illinois Central Railroad Company. In view of certain court proceedings that followed, the carrying out of the Commission's madate was not accomplished until August 10, 1972. Since August 10, 1972, Illinois Central Gulf Railroad has operated the former lines of the Illinois Central Railroad Company, including that line of railroad running from Freeport, Illinois to Madison, Wisconsin.

The purpose of this letter is to advise the Commission of the change in ownership of this Wisconsin trackage. We stand ready, of course, to give the Commission all further information or particulars desired. As I understand, there is a question as to whether Illinois Central Gulf must apply to your Secretary of State for a Certificate of Authority under your Foreign Corporation Act since we believe that Act expressly excepts railroad corporations from its coverage (Wisconsin Statutes 180.02(2)).

To the extent the Commission requires railroad companies operating in Wisconsin to designate an office and agent for service of process and notice of hearings, etc., we will designate Mr. James C. Herrick, The Power & Light Bldg., P. O. Box 1767, Madison, Wisconsin 53701. Mr. Herrick is an attorney with the firm of Axley, Brynelson, Herrick & Gehl, a law firm that has represented the the Illinois Central Railroad Company in Madison for many years.

I would appreciate hearing from you regarding what additional information, if any, is desired by the Commission concerning this change of ownership.

/s/ W. F. Bunn

STATE OF WISCONSIN
Department of State } ss.
Received this 5 day of
Sep A. D. 19 72 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 74
Secretary of State
SECRETARY OF STATE

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From L.E. Grinde R/W Rm 651 Hf SOB Dept. of Transporation
To Secretary of State Office 112 W. Capitol: Atten. Mr. LJ Fahey

Subject: Recording R. R. Documents
Par 81 C.N.W.T.C. Fond du Lac Co.
Par 73 C.N.W.T.C. Brown Co.
Would You kindly arrange to have the attached documents recorded at your office and return the same to the writer. ~~XIXXXWXX~~
/s/ L. E. Grinde

Authorization No. P-7373
Project No. ID-1106-1-50

Easement Deed No. 77554

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of One and No/100 Dollars ($1.00) and other good and valuabe consideration, to it in hand paid, the receipt whereof is hereby acknowledged, grants an easement, but subject to the provisions hereinafter expressed, for highway purposes only, to the State of Wisconsin, Department of Transportation Division of Highways, Grantee, on, over and across the following described real estate situated in the County of Fond du Lac, and the State of Wisconsin, to-wit:

That part of the Southeast One-Quarter of Section 5, Township 15 North, Range 17 East, described as follows:

Commence at the Northwest corner of said Sou heast One-Quarter; thence South 88°13'26" East along the North line of said Southeast One-Quarter 1,347.95 feet to the West line of the East One-Half of said Southeast One-Quarter; thence South 3°38'55" East along said line 1,225.92 feet to a point in the North right of way line of Chicago and North Western Transportation Company; thence South 89°18'50" East along said line 61.97 feet to the point of beginning; thence South 30°52'19" East 77.45 feet to a point in the South right of way line of said Transportation Company; thence South 89°18'50" East along said line 115.09 feet; thence North 29°14'09" West 76.15 feet to a point in the North right of way line of said Transportation Company; thence North 89°18'50" West along said line 117.64 feet to the point of beginning.

Also, commence at the Northeast corner of said Southeast One-Quarter; thence South 3°21'28" East along the East line of said Southeast One-Quarter 1,199.76 feet to a point in the North right of way line of said Transportation Company and the point of beginning; thence North 89°18'50" West along said North line 100.25 feet; thence south 3°21'28" East 66.16 feet to apoint in the South right of way line of said Transportation Company; thence South 89°18'50" East along said South line 100.25 feet to apoint in the East line of said Southeast One-Quarter; thence North 3°21'28" West along said East line 66.16 feet to the point of beginning.

Reserving, however, unto the Grantor, the right to construct, maintain, use operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further the right and privilege to use said real estate for any and all purposes, not inconsistent with the use therof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees, and assigns.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving of other things necessary or expedient for the full improvement or use of said described land or any part thereof for highway purposes, as part of the improvement presently designated as Project ID-1106-1-50, (U.S.H. 151-Melody Lane Section) U.S.H. 41, Fond du Lac County.

This document was drafted by the Chicago and North Western Transportation Company, Chicago, Illinois.
Dated this 4th day of August, 1972.
Signed, Sealed and Delivered in Presence of:
M.F. Chatterton, Janice M. Sampson
Chicago and North Western Transportation Company
By Robert W. Mickey, Asst. Vice President
Attest V. J. Luisi, Asst. Secretary

State of Illinois)
) SS.
County of Cook)

I, A. S. Fleck, a Notary Public duly commissioned and qualified in and for the county and State aforesaid, Do Hereby Certify that Robert W. Mickey and V. J. Luisi, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of Chicago and North Western Transportation Company, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of theis corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th of August, 1972.

/s/ A. S. Fleck Notary Public, in and for the County of Cook in the State of Illinois

My Commission Expires: August 23, 1974

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Easement Deed No. 77572

Authorization No. P-7380
Project No. ID-4171-1-50

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of one and no/100 dollars ($1.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, grants an easement, but subject to the provisions hereinafter expresses, for highway purposes only, to the City of Green Bay, Grantee, on, over and across the following described real estate situated in the City of Green Bay, County of Brown, and the State of Wisconsin, to wit:

That part of Private Claim 2 on the West side of Fox River, City of Green Bay, Brown County Wisconsin, bounded on the North by a line 79.0 feet North of the South line of Lot 9, in Block "B" of C.L.A. Tank's 1st Addition, produced Easterly; on the South by the North line of West Mason Street; on the West by aline 13.3 feet East of the East line of said Block "B"; bounded on the East by a line 33.3 feet East of the East line of said Block "B".

~~Also that part of said Private Claim 2 bounded on the West by the East line of Block "B" in said C.L.A. Tank's 1st Addition; on the East by the North by the South line of West Mason Street; on the South by a line 22.0 feet South of the South line of Lot 6 in said Block "B" produced Easterly.~~

Also that part of said Private Claim 2 bounded on the West by the East line of Block "B" in said C.L.A. Tank's 1st Addition; on the East by the West property line of the Green Bay and Western Railroad Company; on the North by the South line of West Mason Street; on the South by a line 22.0 feet South of the South line of Lot6 in said Block "B" produced Easterly.

Reserving, however, unto the Grantor, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, and assigns.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

This document was drafted by the Chicago and North Western Transportation Company, Chicago, Illinois.
Dated this 11th day of August, 1972.

Signed, Sealed and Delivered in Presence of:
M. F. Chatterton and Janice M. Sampson

Chicago and North Western Transportation Company
By Robert W. Mickey, Asst. Vice President
Attest V. J. Luisi, Asst. Secretary

State of Illinois)
) SS.
County of Cook)

I, A.S. Fleck, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, Do Hereby Certify that Robert W. Mickey and V. J. Luisi, to me personally known and known to me to be respectively, Assistant Vice President and Assistant Secretary of Chicago and North Western Transportation Company, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public, a Chicago, Illinois, this 11th of August, 1972.

/s/ A. S. Fleck Notary Public, in and for the County of Cook, in the State of Illinois
My Commission Expires: August 23, 1974

STATE OF WISCONSIN } ss.
Department of State
Received this 8 day of
Sept A. D. 19 72 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.
on page 254 76

Secretary of State
SECRETARY OF STATE

77

Illinois Central Gulf Railroad
October 2, 1972

Enclosed is a deed which we have place of record in Green and Dane Counties. After having the opportunity to review the enclosed document, I will appreciate your advising what your service charge will be to place this document of record in your office.
/s/ G. E. Schilling, Supervisor-Title & Closing

Vol 258 page 604
(This transaction is made pursuant to a merger of corporations and is exempt from any real estate transfer tax.)

DEED

Know all men by these presents, That for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt of which are acknowledged, Illinois Central Railroad Company, hereinafter called Grantor, a corporation of the State of Illinois, by this deed and other instruments concurrently executed and delivered, hereby grants, bargains, sells, transfers, assigns, conveys, releases, remises and forever quit claims to Illinois Central Gulf Railroad Company, a Delaware corporation, hereinafter called Grantee, whose address is 135 East Eleventh Place, Chicago, Ill. 60605, its successors and assigns forever, all of the lines of railroad and all of the property, real, personal and mixed of the Grantor in the State of Wisconsin, wherever located therein, including, but not limited to the real and personal property and interests in property described in Exhibit A attached hereto and specifically incorporated herein.

Including without limitation, any and all main, branch, side, switch, yard, storage, cut-off, spur, industrial, wye, conecting, terminal, passing or other tracks; any and all rights of way, lands, lots, reservoirs, easements or roadbeds, privileges, servitudes, reversions and reparian, accretion and batture rights, any and all ternimal properties, warehouses, elevators, stockyards, car, engine or
Vol 372 pag 477 freight houses, shops, docks, fences, turntables, rails, station grounds, depots, buildings, elevated structures, superstructures, structures, water, icing and fueling stations; any and all signals, interlocking plants, telegraph, tlephone and communication poles, lines, wires and facilities; any
Vol 372 pag 478 and all switches, bridges, turnouts, trestles, tunnels, culverts or viaducts; any and all supplies, fuel, locomotives, engines, cars and other rolling stock, equipment machinery, tools, implements, furniture, chattels, fixtures, improvements and appurtenances; and any and all other things of whatever kind and wherever situated conected with the use, maintenance and operation of the lines of railroad or any of them or any of the real property described in this conveyance.

Also, any and all rights to relocate and change channels of water courses, to dig ditches, to deposit earth and to back water on privately owned lands, rights derived from releases of damages account construction, maintenance and operation of the railroad and account overflow and drainage and those account closing of roads, rights derived from releases of obligations to construct fences and to provide farm and other crossings; also any and all street and road crossing rights, leases and leasehold rights.

Also, all the coal, oil, gas, sulphur and other minerals (whether similar or dissimilar to the minerals specifically mentioned and whether now known to exist or herafter discovered) and any interest, right or title of any kind or character whatsoever in, under, upon or produced from any of the property hereby conveyed, whether specifically or correctly described herein or not, with all rights appurtenant thereto and all rights heretofore reserved by Grantor.

All of the real property herein conveyed is situated within the State of Wisconsin and by this deed and other instruments concurrently executed and delivered, it is the intent of the Grantor
Vol 258 page 605 to convey and transfer to Grantee all of the lines of railroad and all the assets and property of Grantor, real, personal and mixed, whether specifically described herein or not and whether correctly
Vol 258 page 606 described herein or not, and wherever situated.

To Have And To Hold the said property, with all rights, privileges, improvements and appurtenances thereunto belonging to the Grantee, its successors and assigns, forever.

Subject in the case of real property to restrictions, exceptions and reservations of record, if any, made by Grantor prior to the date of this conveyance.

In order to facilitate the recording of this deed several identical counterparts thereof have been executed, acknowledged, and delivered, each of which shall be deemed to be an original and all of which counterparts shall constitute one and the same instrument.

In Witness Whereof the Grantor, pursuant to resolutions adopted by its Board of Directors and resolutions adopted by its stockholders by requisite vote has caused these presents to be subscribed by its Vice President and its corporate seal to be hereunto affixed by its Secretary, this 10th day of August, 1972.
Illinois Central Railroad Company
/s/ H. Miller Vice President

Attest /s/ John B. Goodrich, Secretary
Witness: C. J. Vliet
Witness: J. C. Frazer

Description Approved RLR 6-15-71
Form Approved RLR 6-15-71
Vol 372 page 479

State of Illinois)
) SS.
County of Cook)

Vol 372 page 480
I, Charles G. Kingery, Notary Public in and for said State and County certify that H. Miller and John B. Goodrich, Vice President and Secretary, respectively, of the aforesaid Illinois Central Railroad Company, who are personally known to me, and known to me to be such Vice President and Secretary of said Corporation, and the same persons whose names are subscribed to the above instrument as such Vice President and Secretary, appeared before me this day in person in said State and County, and being by me duly sworn did say that they are Vice President and Secretary of said Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and they acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act and deed of the said Corporation and as their own free and voluntary act as such Vice President and Secretary for the uses and purposes therein set forth.
Given under my hand and official seal this 10th day of August, 1972.
Vol 258 /s/ Charles G. Kingery, Notary Public
page 607 This insturment drafted by R. M. Panichi, Atty.

78

Vol 258 page 608
A line of railroad of varying widths and outlying properties in the State of Wisconsin, beginning at the Illinois-Wisconsin State line near Clarno, Green County, and extending northerly a distance of 45.13 miles to the end of track at Madison crossing the counties of Green and Dane and passing through the Towns of Monroe and Monticello.

Allof which is more fully described in a deed from the former Chicago, Madison and Northern Company to Illinois Central Railroad Company; Chicago Madison and Northern Railroad Company; Freeport, Dodgeville and Northern Railroad Company and the Addison Railroad Company, dated February 1, 1903, which has been recorded in the State of Wisconsin, Department of State in Vol. 13 on pages 80 to 88.

Excluding from the above any and all portion thereof previously disposed of or conveyed by
Vol 372 page 481 grantor.

Register of Deeds Office
Green County, Wisconsin
Received for record, this 25th day of Sept. 1972 at 10:00 A.M. in volume 258 of Records page 604
/s/ Helen Bratzke, Register of Deeds

STATE OF WISCONSIN } ss.
Department of State }
Received this 8 day of
Sep A. D. 19 72 at 2
o'clock P M. and recorded in Vol.
50 of RRM
on page 77 & 78
Secretary of State
SECRETARY OF STATE

79

Arneson and Corry
November 13, 1972
Attention: Railroad Mortgage Department
Enclosed herewith, you will find two Mortgage Releases. These were recorded in Book 39 of Railroad Mortgages, page 85, and Book 39 of Railroad Mortgages, page 15.
/s/ Philip G. Arneson

General Mortgage Release No. 788

Deed of Partial Release

Know all men by these presents, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly orgainzed under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin in Book 39, of Railroad Mortgages at page 85, et seq.

For and in Consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Does Hereby Release, Remise, Convey and Quitclaim unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now of hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at a point near Westby Junction to Coon Valley, in the County Vernon, State of Wisconsn which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

In Witness Whereof, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assitant Secretaries, this 4th day of October, A.D. 1972

Harris Trust and Savings Bank, As Trustee as aforesaid
/s/ J. L. Spreng, Vice President

Attest or Countersigned:
By R. G. Mason, Assitant Secretary
Witnessed By. K. R. Runnfeldt
By L. D. Lewis

Appendix I

Property extending from one and one-half (1-1/2) miles west of Westby Junction west to Central Avenue, in Coon Valley, Vernon County, Wisconsin, which is more particularly described as follows, to-wit:

All of Chicago, Milwaukee, St. Paul and Pacific Railraod Company's abandoned right of way in its condition as of the date hereof in, on, over and across the following described real estate, including all bridges, culverts and drainage structures thereon, tO-wit:

Township 14 North, Range 4 West, Vernon County, Wisconsin:

Section 20: S½ SW¼; NW¼ SW¼
Section 19: NE¼ SE¼; S½ NE¼; NW¼ NE¼; N½ NW¼

Township 14 North, Range 5 West, Vernon County, Wisconsin:

Section 24: NE¼; N½ SE¼; NE¼ NW¼
Section 13: S½ SW¼
Section 14: E½ SE¼; NW¼ SE¼; W½ NE¼
Section 11: SW¼ SE¼; E½ SW¼; NW¼ SW¼
Sedtion 10: N½ SE¼; SW¼ NE¼; S½ NW¼; NW¼ NW¼
Section 9 : N½ NE¼; N½ NW¼
Section 8 : N½ NE¼; SW¼ NE¼; S½ NW¼
Section 7 : SE¼ NE¼

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 788.

HARRIS TRUST AND SAVINGS BANK, as Trustee By J. Spreng, Vice President

Wisconsin General Mortgage

State of Illinois)
)SS.
County of Cook)

Personally came before me this 4th day of October, A.D. 1972, J. L. Spreng, a Vice President, and R. G. Mason, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.
/s/ J. M. Moennich Notary Public in and for the State of Illinois, County of Cook
My Commission expires September 2, 1975

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First Mortgage Release No. 788

Deed of Partial Release

Know all men by these presents, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, A CORPORATION duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at a point near Westby Junction to Coon Valley, in the County of Vernon, State of Wisconsin which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

In Witness Whereof, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidentsthereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 2nd day October, A.D. 1972.

Continental Illinois National Bank and Trust Company of Chicago,
as Trustee as aforesaid /s/ By Donald H. Remmers, Vice President

Attest or countersigned:
By M. L. Kruger
Witnessed By J. M. Rose
L. D. Anderson

Appendix I

Property extending from one and one-half (1-1/2) miles west of Westby Junction west to Central Avenue, in Coon Valley, Vernon County, Wisconsin, which is more particularly described as follows, to-wit:

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's abandoned right of way in its condition as of the date hereof in, on, over and across the following described real estate, including all bridges, culverts and drainage structures thereon, to-wit:

Township 14 North, Range 4 West, Vernon County, Wisconsin:

Section 20: S½ SW¼; NW¼ SW¼
Section 19: NE¼ SE¼; S½ NE¼; NW¼ NE¼; N½ NW¼

Township 14 North, Range 5 West, Vernon County, Wisconsin:

Section 24: NE¼; N½ Se¼; NE¼ NW¼
Section 13: S½ SW¼
Section 14: E½ SE¼; NW¼ Se¼; W½ NE¼
Section 11: SW¼ SE¼; E½ SW¼; NW¼ SW¼
Section 10: N½ SE¼; SW¼ NE¼; S½ NW¼; NW¼ NW¼
Section 9: N½ NE¼; N½ NW¼
Section 8: N½ NE¼; SW¼ NE¼; S½ NW¼
Section 7: SE¼ NE¼

The foregoing Appendix 1, consisting of one (1 page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 788.

Continental Illinois National Bank and Trust Company of Chicago,
as Trustee /s/ by Donald H. Remmers, Vice President

Wisconsin First Mortgage

State of Illinois)
) SS.
County of Cook)

Personally came before me this 2nd day of October, A. D. 1972, Donald H. Remmers, a Vice President, and M. L. Kruger, a Trust Officer of Continental Illinois National Bank and Trust Company Of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.
/s/ J. J. Powell, Notary Public in and for the State of Illinois, County of Cook.
My Commission expires April 26, 1976

STATE OF WISCONSIN } ss.
Department of State
Received this 14 day of
Nov A. D. 19 72 at 2
o'clock P. M. and recorded in Vol.
50 of R. R. M.
on page 79 & 80
Secretary of State
SECRETARY OF STATE

81

Vol 1000 Page 160

(General Mortgage Release No. 796)
759386

Deed of Partial Release

KNOW ALL MEN BY THESE PRESENTS, THAT HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin in book 39, of Railroad Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of th sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Green Bay, in the County of Brown, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused ~~its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and~~ its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 6th day of November, A.D. 1972.

HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid,
/s/ by J. L. Spreng, Vice President

Attest or Countersigned:
By R. S. Stam
Witnessed by R. K. Juergens, Jr. and K.R. Runnfeldt

APPENDIX 1

Real Estate situated in the City of Green Bay, County of Brown, State of Wisconsin, which is more particularly described as follows, to-wit:

Those parts of Private Claims 4 and 5, West Side of Fox River, City of Green Bay, Wisconsin, Brown County, described as follows:

PARCEL NO. 1

All of Lot 2 of certified survey map, recorded in Volume 4, Page 117, Brown County Records, except the following:

Beginning at the southeasterly corner of said lot; thence N61°58'47" W along the southerly line of said lot 50.00 feet; thence N26°23'54" E 50.73 feet to the boundary line between Lots 2 and 3 of said certified survey map; thence southeasterly on said boundary 57.06 feet along the arc of a 656.69 foot radius curve to the left, the chordof which bears S30°17'31" E 57.04 feet to the easterly line of said certified survey map and lots; thence S20°04'00"W along said easterly line 20.95 feet to the point of beginning.

Parcel No. 2

Beginning at the southwesterly corner of Lot 2 of said certified survey map; thence N26°23'54"E along the westerly line of said certified survey map and lot 181.11 feet to the northwesterly corner of Lot 2 of said map; thence N69°59' W 14.09 feet; thence S26°23'54"W parallel with said westerly line 179.15 feet to the southerly line (as extended) of Lot 2 of siad map; thence S61°58'47" E along said line 14.01 feet to the point of beginning.

Aggregate area of Parcels 1 and 2 is 0.65214 acres, more of less.
Excepting, however, the trackage situated thereon.

THERE IS HEREBY RESERVED, however, unto the Trustee the lien of the General Mortgage upon any and all rights reserved by Chicago, Milwaukee, St. Paul and Pacific Railroad Company unto itself, its successors and assigns, the right, license and privelege to enter upon the said real estate for the purpose of removing said trackage.

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release N. 796.

HARRIS TRUST AND SAVINGS BANK, as Trustee
/s/ J. L. Spreng, Vice President

Vol 1000 Page 161

Vol 1000 Page 162

(Wisconsin) (General Mortgage)
State of Illinois)
)SS.
County of Cook)

Personally came before me this 6th day of November, A.D. 1972, J. L. Spreng, a Vice President, and R.S. Stam, an Assistant Secretary of Harris Trust and Savings Bank, a corporation orgainzed under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. Moennich, Notary Public in and for the State of Illinois, County of Cook
My Commission expires September 2, 1975

Register's Office)
Brown Co., Wis.)
Received for record the 10th day of November A.D., 1972 at 11:17 o'clock A. M. and recorded in Vol. 1000 of records on page 160. /s/ Harold P. Loch, Register of Deeds

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of Nov A. D. 1972 at 2 o'clock P M. and recorded in Vol. 50 of RRM on page 814
Secretary of State
SECRETARY OF STATE

82

(First Mortgage Release No. 796)
759385

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly orgainzed and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have of claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Green Bay in the County of Brown State of Wisconsin, which more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 2nd day of November A. D. 1972.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid /s/ By Donald H. Remmers, Vice President

Attest or Countersigned: By M. J. Kruger, Trust Officer
Witnessed By: J. M. Rose and J. D. Anderson
Vol 1000 Page 157

APPENDIX 1

Vol 1000 Page 158
Real Estate situated in the City of Green Bay, County of Brown, State of Wisconsin, which is more particularly described as follows, to-wit:

Those parts of Private Claims 4 and 5, West Side of Fox River, City of Green Bay, Wisconsin, Brown County, described as follows:

Parcel No. 1

All of Lot 2 of certified survey map, recorded in Volume 4, Page 117, Brown County Records, except the following:

Beginning at the southeasterly corner of said lot; thence N61°58'47"W along the southerly line of said lot 50.00 feet; thence N26°23'54" E 50.73 feet to the boundary line between Lots 2 and 3 of said certified survey map; thence southeasterly on said boundary 57.06 feet along the arc of a 656.69 foot radius curve to the left, the chord of which bears S30°17'31" E 57.04 feet to the easterly line of said certified survey map and lots; thence S20°04'00" W along said easterly line 20.95 feet to the point of beginning.

Parcel No. 2

Beginning at the southwesterly corner of Lot 2 of said certified survey map; thence N26°23'54"E along the westerly line of said certified survey map and lot 181.11 feet to the northwesterly corner of Lot 2 of said map; thence N69°59' W 14.09 feet; thence S26°23'54" W parallel with said westerly line 179.15 feet to the southerly line (as extended) of Lot 2 of said map; thence 61°58'47" E along said line 14.01 feet to the point of beginning.

Aggregate area of Parcels 1 and " is 0.65214 acres, mor or less.

Excepting, however, the trackage situated thereon.

THERE IS HEREBY RESERVED, HOWEVER, UNTO THE Trustee the lien of the First Mortgage upon any and all fights reserved by Chicago, Milwaukee, St. Paul and Pacific Railroad Company unot itself, its successors and assigns, the right, license and privilege to enter upon the said real estate for the purpose of removing said trackage

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 796.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, at Trustee
/s/ Donald H. Remmers, Vice President

(Wisconsin) (First Mortgage)

State of Illinois)
)SS.
County of Cook)

Personally came before me this 2nd day of November, A.D. 1972, Donald H. Remmers, a Vice President, and M. J. Kruger, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ J. J. Powell, Notary Public in and for the State of Illinois, County of Cook.
My Commission expires April 26, 1976

Register's Office)
Brown County)
Received for record the 10th day of Novemmber A.D. 1972 at 11;17 o'clock A.M. and recorded in Vol. 1000 of records of page 157 /s/ Harold P. Loch, Register od Deeds
Vol 1000 Page 159

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of Nov A. D. 1972 at 2 o'clock P M. and recorded in Vol. 50 of RRM on page 824
Secretary of State
SECRETARY OF STATE

83

Special Warranty Deed

759387

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RAILROAD COMPANY, a Wisconsin Corporation, Grantor, for and in consideration of the sum of EIGHT THOUSAND DOLLARS ($8,000.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant, bargain, sell and convey unto FORT HOWARD PAPER COMPANY, of Green Bay, Wisconsin, the following described two parcels of real estate, to-wit:

Those parts of Private Claims 4 and 5, West Side of Fox River, City of Green Bay, Wisconsin, Brown.County, described as follows:

Parcel No. 1
All of lot2 of certified surveymap, recorded in Volume 4, Page 117, Brown County Records, except the following:
Beginning at the southeasterly corner of said lot; thence N61°58'47" W along the southerly line of said lot 50.00 feet; thence N26°23'54" E 50.73 feet to the boundary line between Lots 2 and 3 of said boundary 57.06 feet along the arc of a 656.69 foot radius curve to the left, the chord of which bears S30°17'31" E 57.04 feet to the easterly line of said certified survey map and lots; thence S20°04'00" W along said easterly line 20.95 feet to the point of begginning.

Parcel No. 2
Beginning at the southwesterly corner of Lot 2 of said certified survey map; thence N26°23'54" E along the westerly line of said certified survey map and lot 181.11 feet N69°59' W 14.09 feet; thence S26°23'54" W parallel with said westerly line 179.15 feet to the southerly line (as extended) of Lot 2 of said map; thence S61°58'47" E along said line 14.01 feet to the point of beginning.

Aggregate area of Parcels 1 and 2 is 0.6521h acres, mor or less.

Excepting, however, the trackage situated thereon and Reserving unto Grantor, its successors and assigns, the right, license and privilege to enter upon the said real estate for the purpose of removing said trackage.

Grantor, for itself, its successors and assigns, covenants and agrees with Grantee, its successors and assigns, that Grantor will forever warrant and defend the title to said real estate against the lawful claims and demands of all persons claiming or to claim the same, or any part thereof, by, through or under Grantor.

Vol 1000 Page 163

In the event Grantee has not constructed, or caused to be constructed on the above described real estate and other adjoining real estate, within a 24-month period from the date hereof, a manufacturing and/or warehousing facility, then Grantor shall have the right, at its option, to repurchase the real estate hereinbefore conveyed, at the same price paid for said real estate by Grantee, for a period of one (1) year after the expiration of the said 24-month period. Upon serving written notice upon the Grantee by the Grantor of its intention to repurchase and upon the tender of the repurchase price (less any closing costs, title or survey expense required by virtue of Grantee's ownership) to the Grantee, the Grantee shall, by a good and sufficient special warranty deed, reconvey said real estate to the Grantor.

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IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice Chairman of the Board and countersigned by its Assistant Secretary and its corporate seal to be hereunto af ixed this 31st day of October, 1972.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
/s/ by C. E. Crippen, Vice Chirman of the Board
Witness /s/ by E. C. Adams and J. E. Killian
Countersigned: G. E. Pottinger, Assistant Secretary
This document was prepared by Mr. R. H. Keegan of Real Estate, Economic and Resource Development Department of Chicago, Milwaukee, St. Paul and Pacific Railroad Company at Chicago, Illinois

State of Illinois)
) SS.
County of Cook)

Personally came before me this 31st day of October, 1972, C.E. Crippen, Vice Chairman of the Board and G. E. Pottinger, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice Chairman of the Board and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.
/s/ Raymond H. Keegan, Jr., Notary Public, Cook County, Ill.
My Commisson Expires Nov. 30, 1975

Register's Office)
Brown Co., Wis.)
Received for record the 10th day of November A. D. 1972 at 11;22 o'clock A.M. and recorded in Vol. 1000 of records of page 163.
/s/ Harold P. Loch, Register of Deeds.

Vol 1000 Page 165

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of Nov A. D. 19 72 at 2 o'clock P.M. and recorded in Vol. 50 of RRM on page 83
Secretary of State
SECRETARY OF STATE

84

759388 Special Warranty Deed

Vol 1000 Page 166

Green Bay and Western Railroad Company, a Wisconsin Corporation, Grantor, for and in consideration of the sum of Thirty-two Thousand Dollars ($32,000.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant, bargain, sell and convey unto Fort Howard Paper Company, of Green Bay, Wisconsin, the following described real estate, to-wit:

A tract or parcel of land located in Private Claims #3, #4, & #5 West Side of Fox River, City of Green Bay, Brown County, Wisconsin, Described as follows:

Beginning at the Southwesterly corner of Lot 1 of Certified Survey Map recorded in Volume 4 Page 117 of Certified Survey Maps in Brown County Records; thence N69°-59'W a distance of 14.09 feet; thence N26°-23'-54" E a distance of 746.47 feet; thence S64°-06' -06" E a distance of 154.44 feet; thence S20°-04' W a distance of 726.02 feet; thence N69°-59' W a distance of 26.54 feet; thence S26°-23'-54" W a distance of 157.59 feet to the boundry line between Lots 2 and 3 of the aforementioned Certified Survey Map; thence Northwesterly on said boundry line 65.62 feet along the arc of a curve having 65.69 foot radius and 131.00 feet along the arc of a curve having a 383.06 foot radius to a point on the Southerly line of Lot 1 of the aforementioned Certified Survey Map; thence N69°-59' W a distance of 61.82 feet to the place of beginning. Said parcel containing 3.56319 acres.

Excepting, however, the trackage, railroad scale and track material thereon and Reserving unto the Grantor, its successors and assigns, the right, license and privilege to enter upon the said real estate for the purpose of removing said trackage, scale and materials in storage.

Grantor, for itself, its successors and assigns, covenants and agrees with Grantee, its successors and assigns, that Grantor will forever warrant and defend the title to said real estate against the lawful claims and demands of all persons claiming or to claim the same, or any part thereof, by through, or under Grantor,

In the event Grantee has not constructed, or caused to be constructed on the above described real estate, within a 24 month period from the date hereof, a manufacturing and/or warehouseing facility, then Grantor shall have the right, at its option, to repurchase the real estate hereinabove conveyed, at the same price paid for said real estate by the Grantee, for a period of One (1) year after the expiration of the said 24 month period. Upon serving written notice upon the Grantee by the Grantor of its intention to repurchase and upon the tender of the repurchase price (less any closing costs, title or survey expenses required by virtue of Grantee's ownership) to the Grantee, the Grantee shall, by a good and sufficient Special Warranty Deed, reconvey said real estate to the Grantor.

IN WITNESS WHEREOF, said GREEN BAY AND WESTERN RAILROAD COMPANY has caused these presents to be signed by its President and countersigned by its Ass't Secretary and it corporate seal to be herunto affixed this 30 day of October, 1972.

GREEN BAY AND WESTERN RAILROAD COMPANY
/s/ by H. Weldon McGee, President
Countersigned by Lawrence B. Ward, Asst. Secretary

Witnessed by Lawrence B. Ward and D. W. Holubar

State of Wisconsin)
) SS
County of Brown)

Personally came before me this 30 day of October, 1972, H. Weldon McGee, President, and Lawrence Ward, Asst. Secretary, of the above named Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Asst. Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.
/s/ Robert L. Goethe, Notary Public, State of Wisconsin

Drafted by D. W. Holubar

Register's Office, Brown Co., Wis.
Received for record the 10th day of November A.D. 1972 at 11:22 o'clock A.M. and recorded in Vol 1000 of Records on page 166.
/s/ Harold P. Loch, Register of Deeds

Vol 1000 Page 167

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of Nov A. D. 19 72 at 2 o'clock P.M. and recorded in Vol. 50 of RRM on page 84
Secretary of State
SECRETARY OF STATE

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Page 168

EASEMENT

759389

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto FORT HOWARD PAPER COMPANY, of Green Bay, Wisconsin, Grantee, a perpetual easement for access roadway purposes, in, on, over and across the following described real estate, situated and being in the City of Green Bay, Brown County, Wisconsin, to-wit:

A 24-foot wide strip of land along the South boundary of Grantor's right-of-way extending from the west line of State Street (extended) for a distance of approximately 250 feet in easterly direction, as measured along said south right-of-way line.

Reserving unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said real estate, but also the right to construct and maintain such additional facilities as it may desire, Provided, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights, of Grantor, in and to said real estate and to any and all other outstandign rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire of assert title to said real estate adverse to Grantor's title. Upon abandonment by Grantee of the use of said real estate for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

It is a condition of this easement and Grantee by the acceptance hereof covenants and agrees:

1. That it will, at its sole cost and expense, construct and thereafter maintain said access roadway.
2. That the easement right herein granted shall not be assigned without Grantor's written consent thereto.

These covenants shall be deemed as running with the land and shall bind Grantee and Grantor as well as their respective successors and assigns.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice Chairmen of Board and countersigned by its Assistant Secretary on this 31st day of October, 1972.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
/s/ C. E. Crippen, Vice Chairman of the Board
Countersigned: G. E. Pottinger, Assistant Secretary
E. C. Adams and J. E. Killian, Witnesses

This document was prepared by Mr. R. H. Keegan of Real Estate, Economic and Resource Development
Vol 1000 Page 169 Department of Chicago, Milwaukee, St. Paul and Pacific Railroad Company at Chicago, Illinois.

Vol 1000 Page 170

State of Illinois)
)SS
County of Cook)

Personally came before me this 31st day of October,1972. C. E. Crippen, Vice Chairman of Board and Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to besuch Vice Chairman of the Board and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr., Notary Public, Cook County, Ill.
My Commisson Expires Nov. 30, 1972

Register's Office)
Brown Co., Wis.)
Received for record the 10th day of November A.D. 1972 at 11:30 o'clock A.M. and recorede in Vol 1000 of records on page 168.
/s/ Harold F. Loch, Register of Deeds.

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of
Nov A. D. 19 22 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 85
/s/ Fred Zimmerman
Secretary of State
SECRETARY OF STATE

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Page 174

759391 License Agreement

This Agreement, made in duplicate as of the 10th day of November A.D., 1972, by and between the GREEN BAY AND WESTERN RAILROAD COMPANY, a Wisconsin Corporation, party of the first part hereinafter referred to as "licensor", and FORT HOWARD PAPER COMPANY, a Delaware Corporation, party of the second part hereinafter referred to as "Licensee",

WITNESSETH:

THAT, WHEREAS, the Licensor owns and operates certain railroad and industrial yards, right-of-way and railroad tracks situated in the City of Green Bay, Brown County, Wisconsin, and

WHEREAS, the Licensee desires the privilege of constructing, naimtaining and operating a private driveway twenty (20) feet wide and approximately three hundred forty-eight (348) feet long and railroad crossings, at grade, over and across the lands and railroad tracks of the Licensor in the location as shwon outlined in red on the print marked EXHIBIT "A", identified by the signature of D. W. Holubar, attached hereto and by this reference made a part hereof, for the purpose of ingress and egress over the Licensor's lands and railroad tracks from Broadway to and from the Licensee's land east of Broadway.

Whereas, the Licensor is willing to grant unto the Licensee the license and privilege of using said private driveway and railroad crossings substantially in the location as shown in red color on said EXHIBIT "A", but in accordance with the terms and conditions hereinafter set forth;

Now, Therefore, in consideration of the mutual covenants herein stipulated to be kept by the parties hereto, it is agreed as follows:

1. GRANT
The Licensor hereby grants unto the Licensee exclusive use of the said private driveway across the Licensor's lands and to use said Licensor's railroad crossings, at grade, all located substantially as outlined in red color on said EXHIBIT "A", for the purpose of ingress to and egress from the Licensee's aforementioned land.

2. TERM
The term of this license shall be, from the date first above mentioned, perpetual in nature and terminated only under terms and conditions of Article Eight (8) of this agreement.

3. CONSIDERATION
The Licensee shall pay as consideration for said license and privilege, the cost and expense of construction and maintenance of the private roadway, railroad crossings and protection signs.

4. CONSTRUCTION AND MAINTENANCE
The Licensor, at the cost and expense of the Licensee, shall construct the railroad grade CROSSINGS, IN THE RAILROAD TRACK ZONE, ACROSS ITS RAILROAD TRACKS, AND WILL REPAIR AND MAINTAIN, after proper notice and advice to Licensee, the same at the sole cost and expense of the Licensee. The Licensee, at its sole cost and expense shall construct, maintain and renew said private driveway with gravel surgace. Maintenance for the purpose of this agreement shall be termed to include dressing with gravel, grading, application of dust laying liquids, or the surfacing with black topping material if and when Licensee determines it to be necessary.

5. PROTECTIVE SIGNS
The Licensor shall provide and maintain such protection, by signs or otherwise, as the parties to this agreement mutually consider necessary, and the Licensee shall pay the cost and expense thereof.

6. SOLE USER
The Licensee shall permit the said private driveway private railroad crossings at grade, to be used anly as means of ingress to and egress from its lands and plant over the property of the Licensor by Licensee, persons having business with the Licensee and the Licensee's agents and servants.

7. LIABILITY
The Licensee shall release, defend, indemnify and save harmless the Licensor from any claim, liability, loss, cost and expense resulting from loss of or damage to property by whomsoever owned and injury to or death of any person whomsoever sustained, caused by any negligence of the Licensee or any of him employes, agents and servants, or the joint and concurring negligence of the Licensee and the Licensor. The Licensee shall carry and maintain such liability insurance as will protect and relieve the Licensee and the Licensor from liability for any and all expense that may arise from all such loss, damage, injury or death above referred to. Such insurance shall be carried and maintained by the Licensee during the term of this agreement in such company or companies approved by the Licensor in the following minimum amounts:

Vol 1000 Page 175

PUBLIC LIABILITY:		
Bodily Injury	-	$100,000 per person $300,000 per accident
Property Damage	-	$ 50,000 per accident $100,000 per policy period
CONTRACTUAL LIABILITY:		
Bodily Injury	-	$100,000 per person $300,000 per accident
Property Damage	-	$ 50,000 per accident $100,000 per policy period

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of
Nov A. D. 1922 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 86
/s/ Fred Zimmerman
Secretary of State
SECRETARY OF STATE

Certificates of such insurance shall carry an endorsement indicating that the Licensor is a co-insured party along with the Licensee under the terms of this agreement, and said certificates of insurance and the endorsements thereto shall be filed with the Licensor at the signing of this agreement.

8. DISCONTINUANCE, TERMINATION, REMOVAL AND CHANGE
This agreement shall continue in force until terminated by the mutual consent of the parties hereto.

The Licensee shall, at its sole expense, upon termination of this agreement, or upon the abandonment or discontinuance of use of the construction, promptly remove its property from the premises of the licensor and restore such premises to a condition satisfactory to the Chief Engineering Officer of the Licensor, and upon the completion of such work, this agreement shall terminate.

9. ASSIGNMENT
This agreement, and all of the rights herein contained shall not be assigned without the written consent of the Licensor.

Until terminated as hereinabove provided, this agreement shall unure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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GREEN BAY AND WESTERN RAILROAD COMPANY
/s/ H. Weldon McGee, President
Attest: Lawremce B. Ward, Asst. Secretary
FORT HOWARD PAPER COMPANY
/s/ W. G. Renard, Vice President, Purchasing
Attest: P. J. Schievil, Secretary

Drafted by D. W. Holubar

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759390 AGREEMENT

THIS AGREEMENT, Made and entered into this 10th day of November, 1972, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation, (hereinafter referred to as "Railroad"), and FORT HOWARD PAPER COMPANY, (hereinafter referred to as "Licensee");

WITNESSETH:

That for and in consideration of the following undertakings, the parties hereto agree:

1. That Railroad does hereby grant unot Licensee the non-cancellable right, license and privilege to cross at grade over Railroad's track and right-of-way by means of a 30-foot wide private roadway at Green Bay, Wisconsin, to be constructed as indicated in red on plat dated September 20, 1972 hereto attached and hereof made a part.

2. That Railroad will, at Licensee's sole cost and expense, install, maintain, repair and renew said roadway.

3. That Licensee will, at its sole cost and expense, provide, install, and thereafter maintain two (2) "STOP" signs and two (2) "PRIVATE CROSSING" signs, one set of such signs to be installed on each side of the Railroad's track.

4. That Licensee assumes all risk ofand indemnifies and saves harmless the Railroad of and from any claim, liability, loss, cost or expense resulting from loss of or damage to the property of the Railroad and the Licensee as well as their agents, servants, independent contractors and invitees and from injury to or death of the employees of the Railroad and of Licensee as well as their agents, servants, independent contractors and invitees, howsoever caused resulting from or arising out of the presence or use of the said crossing, except as may be caused by the negligent acts of the Railroad.

Licensee shall, during the term of this agreement, provide and maintain liability insurance satisfactory to the Railroad, as will protect and relieve Licensee as well as the Railroad, of and from any and all liability and expense above referred to. Such insurance shall be in the following minimum amounts:

Vol 1000
Page 171

PUBLIC LIABILITY Bodily Injury	$250,000.00 per person $500,000.00 per accident
Property Damage	$250,000.00 per occurrence $500,000.00 per policy period

Certificates of such insurance shall carry an endorsement indicating that the Railroad is a co-insured party thereunder, and said certificates of insurance and endorsements thereto shall be filed with the Railroad.

5. That in the event Railroad is ordered by competent legal authority to provide automatic signal protection at the said roadway, Licensee will bear the sole cost and expense of furnishing and installing said signal protection.

6. That Licensee shall not assign the right, license and privilege herein granted, or any part thereof, without prior written consent thereto of the Rairoad.

7. That this agreement will remain in full force and effect until and unless terminated by Licensee serving Railroad with 30 days written notice of a desire to so terminate.

Upon such a termination, Licensee will, at its sole cost and expense, restore the premises of the Railroad to its former state of usefulness, including the removal of any and all improvements placed by Licensee on the area covered by this license. Also, upon such termination, and upon fulfillment of the restoration of the premises, Licensee's duties shall end.

IN WITNESS WHEREOF, the parties hereto have each executed this agreement in duplicate, as of the date hereinbefore written.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
/s/ by H. V. Anderson, Asst. Vice President- Operation and General Manager
Attest: G. E. Pottinger, Assistant Secretary

FORT HOWARD PAPER COMPANY
/s/ by W. G. Renard, Vice President Purchasing
Attest: P. J. Schievil, Secretary

This Document was Prepared by Mr. R. W. Spangenberg of Law Department of Chicago, Milwaukee, St. Paul and Pacific Railroad Company at Chicago, Illinois.

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of Nov A. D. 19 22 at 2
o'clock P M. and recorded in Vol. 50 of R R M
on page 82e
Secretary of State
SECRETARY OF STATE

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(General Mortgage Release No. 794)

Deed of Partial Release

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly orgainzed under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, As Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin in Book 39, of Railroad Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Middleton, in the County of Dane, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgageon the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 1st day of November, A.D. 1972.

HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid,
/s/ by J. L. Spreng, Vice President
Attest or Countersigned: by R. S. Stam, Asst. Secretary
Witnessed By: L. D. Lewis & A. R. Rennfeldt

APPENDIX 1

Real Estate situated in the City of Middleton, County of Dane, State of Wisconsin, which is more particularly described as follows, to-wit:

A parcel of land located in a part of the block entitled "Depot Grounds" of the recorded plat of Middleton Station, located in the City of Middleton, Dane County, Wisconsin, to-wit: Commencing at the Southwest corner of Lot 1, Block 7 of said plat Middleton Street; thence South, 66.74 feet; thence S81°27'E, 100.00 feet to the point of beginning; thence continuing S81°27'E, 75.00 feet; thence South, 79.78 feet; thence N88°09'"6"W, 74.07 feet; thence North, 80.33 feet to the point of beginning. Containing 6, 224 square feet or 0.143 acres.

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 794.

HARRIS TRUST AND SAVINGS BANK, as Trustee
/s/ by J. L. Spreng, Vice President

(Wisconsin (General Mortgage)
State of Illinois)
) SS
County of Cook)

Personally came before me this 1st day of November, A.D. 1972, J. L. Spreng, a Vice President and R. S. Stam, and Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing snstrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. Moennich, Notary Public in and for the State of Illinois, County of Cook
My Commission expires September 2, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of Nov A. D. 19 22 at 2
o'clock P M. and recorded in Vol. 50 of R R M
on page 82e
Secretary of State
SECRETARY OF STATE

(First Mortgage Release No. 794) Deed of Partial Release

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly orgainzed and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

For and in Consideration of the sum of one Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM UNTO said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Middleton in the County of Dane, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

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IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by on of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 30th day of October, A.D. 1972.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid
/s/ By Donald H. Remmers

Attest or Countersigned: By M. J. Kruger
Witnessed By: J. M. Rose and J. D. Anderson

APPENDIX 1

Real Estate situated in the City of Middleton, County of Dane, State of Wisconsin, which is more particularly described as follows, to-wit:

A parcel of land located in a part of the block entitled "Depot Grounds" of the recorded plat of Middleton Station, located in the City of Middleton, Dane County, Wisconsin, to-wit: Commencing at the Southwest corner of Lot 1, Block 7 of said plat Middleton Street; thence South, 66.74 feet; thence S81°27'E, 100.00 feet to the point of beginning; thence continuing S81°27'E, 75.00 feet; thence South, 79.78 feet; thence N88°09'26"W, 74.07 feet; thence North, 88.53 feet to the point of beginning. Containing 6,224 square feet of 0.143 acres.

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 794.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
as Trustee
/s/ by Donald H. Remmers, Vice President

(Wisconsin) (First Mortgage)
State of Illinois)
)SS
County of Cook)

Personally came before me this 30th day of October, A.D. 1972, Donald H. Remmers, a Vice President, and M. J. Kruger, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by it authority.

/s/ J.J. Powell, Notary Public in and for the State of Illinois,
County of Cook.
My Commission expires April 26, 1976

STATE OF WISCONSIN } ss.
Department of State
Received this 16 day of
Nov A. D. 19 72 at 2
o'clock P M. and recorded in Vol.
50 of RRM
on page 89
Secretary of State
SECRETARY OF STATE

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Subject I D 4171-1-21, (52) Brown Parcel 81

Dear Mr. Horsfall:, Dept. of Transporation

With reference to your letter to me dated November 3, 1972, attached herewith is the fully executed original of easement dated November 10, 1972 from the Milwaukee Road to the State of Wisconsin granting the right for the construction of the relocated Mason Street Bridge over the Railroad Company's tracks and right of way in the vicinity of Mason Street and Adams Street in Green Bay, Wisconsin.

/s/ P. R. Smithmeyer, manager - Real Estate

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation, Grantor, for and in consideration of the sum of One Dollar ($1.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto State of Wisconsin, Department of Transportation, Division of Highways, Grantee, an easement for highway purposes, in, on, over and across the following described real estate, situated and being in Brown County, Wisconsin, to-wit:

That part of Lots 7 and 8 in Block 5, Plat of Astor, City of Green Bay, described in Volume 33 of Deeds on Page 393, also that part of said Lots 7 and 8 described in Volume 51 of Deeds on Page 406, excepting therefrom that part of said Lot 7 described in Volume 68 of Deeds on Page 477. Subject to an easement recorded in Volume 10 of Miscellaneous Records on Page 508. All references made to Brown County Records.

Reserving unot Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said real estate, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said real estate and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said real estate adverse to Grantor's title. Upon abandonment of the use of said real estate for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice Chairman of the Board and by its Assistant Secretary on this 10th day of November, 1972.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
/s/ By C. E. Crippen, Vice Chairman of the Board

Attest: By G. E. Pottinger, Assistant Secretary
Witnessed by E. C. Adams and J. E. Killian

This Document was prepared by Mr. R. H. Keegan of Real Estate, Economic and Resource Development Department of Chicago, Milwaukee, St. Paul and Pacific Railroad Company at Chicago, Illinois.

State of Illinois)
)ss
County of Cook)

Personally came before me this 10th day of November, 1972, C. E. Crippen, Vice Chairman of the Board and G. E. Pottinger, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice Chairman of the Board and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegen, Jr.
Notary Public, Cook County, Ill.
My Commisson Expires Nov. 30, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 24 day of
Nov A. D. 19 72 at 2
o'clock P M. and recorded in Vol.
50 of RRM
on page 90
Secretary of State
SECRETARY OF STATE

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The Chesapeake and Ohio Railway Company
The Baltimore and Ohio Railroad Company
November 24, 1972

Dear Sir
There is enclosed herwith executed Counterpart No. 48 of an instrument dated September 18, 1972 evidencing the resignation of G. R. Ince, asTrestee and the appointment of S. Burg, as successor Trustee, under the First Mortgage and Deed of Trust of Pere Marquette Railway Company dated July 1, 1916. Said First Mortgage was recorded in your office on August 16, 1917, in leber 20 of Railroad Mortgages, page 95.

The change of trustees is in reality a supplement to the First Mortgage and Deed of Trust, and therefore it appears that it should properly be recorded in the Mortgage liber. If for any reason it is not recorded in the Mortgage liber, a marginal notation should be made on the original mortgage calling attention to the enclosed instrument and the place where it is recorded. If the latter procedure is followed, please advise me as to the wording of the marginal notation. In any event, please let me know the date and time of recording and the liber and page where the instrument is recorded.

/s/ Allan F. Schmalzriedt

The Chesapeake and Ohio Railway Company
Resignation of G. R. Ince, Trustee and Appointment of S. Burg, Successor Trustee under Pere Marquette Railway Company, First Mortgage and Deed of Trust dated July 1, 1916 and Deeds of Trust and Indentures Supplemental Thereto
Executed in 60 counterparts of which this in No. 48

Whereas, G. R. Ince of Garden City, New York, has resigned as Individual Trustee under Pere Marquette Railway Company First Mortgage and Deed of Trust dated July 1, 1916, as amended and supplemented from time to time by supplemental indentures to and including Supplemental Indenture date July 31, 1969, and

Whereas, on June 6, 1947, Pere Marquette Railway Company was merged into The Chesapeake and Ohio Railway Company, and said The Chesapeake and Ohio Railway Company, among other things assumed the prompt and punctual performance of all of the covenants and conditions of said Mortgage and the supplements thereto by Supplemental Indenture dated the 6th day of June 1947, and

Whereas, The Chesapeake and Ohio Railway Company having a principal office in One Northland Plaza, 20755 Greenfield Road, Southfield, Michigan 48075, has, pursuant to Article Eleven of aforesaid Mortgage and Deed of Trust, as amended, appointed S. Burg, of 23 Dover Green, Staten Island, New York 10312, whose business address is P.O. Box 318, Church Street Station, New York, New York 10015, as Individual Trustee to succeed G. R. Ince, and

Whereas, S. Burg has agreed to accept such appointment and act as such Trustee.

This Indenture Witnesseth that in consideration of the premises and in order to accomplish the purposes herein appearing, and for other good and valuable considerations, the receipt of which is hereby acknowledged;

G. R. Ince does hereby grant, bargain, sell, alien, remise, release, convey, confirm assign, transfer, and set over unto S. Burg as successor Individual Trustee, and to his successors in the trust and his assigns, all undertakings, and all property and assets, real or personal, of every kind, nature, and description whatsoever and wheresoever situated, and all right, title, or interest therein, which have or may have come to him as Trustee, under the aforesaid First Mortgage and Deed of Trust as amended and supplemented.

The Chesapeake and Ohio Railway Company joins in the execution of this instrument to certify that said S. Burg has by order of its Board of Directors been duly appointed successor Individual Trustee under the aforesaid First Mortgage and Deed of Trust as amended and supplemented.

S. Burg hereby accepts the appointment as successor Individual Trustee and hereby accepts the aforesaid conveyance to him, as such Trustee, of the property aforesaid upon the trusts stated in said First Mortgage and Deed of Trust as amended and supplemented.

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

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the 18th day of September, 1972.

Signed, sealed, and delivered as to G. R. Ince in the presence of: G. R. Ince. (L.S.)
/s/ R. J. Noblett and Jiri Mladek
Signed, sealed, and delivered as to S. Burg in the presence of: /s/ S. Burg
/s/ R. J. Noblett and Jiri Mladek

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
/s/ By J. T. Ford, Vice President
Attest: T. H. Keelor, Secretary

Signed, sealed, and delivered as to the Chesapeake and Ohio Railway Company in the presence of :
/s/ Patricia J. Hunady and Elizabeth A. Muellauer

92

State of New York)
County of New York) SS.

I, Phyllis Bucchieri, a notary public within and for the County of New York, in said State of New York, do hereby certify that on this 9th day of November, 1972, before me personally came and appeared the above named G. R. Ince, who resides at 133 Hampton Road, Garden City, New York 11530, personally known to me to be the person described in, and who execut d and whose name is subscribed to, the foregoing instrument, dated September 18, 1972, and he acknowledged the same before me and also acknowledged that he executed, signed, sealed, and delivered the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal at New York, New York, the day and year in this certificate first above written.
/s/ Phyllis Bucchieri, Notary Public, State of New York
My commission Expires March 30, 1973

State of New York)
County of New York) SS

I, Phyllis Bucchieri, a notary public within and for the County of New York, in said State of New York, do hereby certify that on this 9th day of November, 1972, before me personally came and appeared the above named S. Burg, who resides at 23 Dover Green, Staten Island, New York 10015, Personally known to me to be the person described in, and who executed and whose name is subscribed to, the foregoing instrument, dated September 18, 1972, and he acknowledged the same before me and also acknowledged that he executed, signed, sealed, and delivered the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal at New York, New York, the day and year in this certificate first above written.
/s/ Phyllis Bucchieri, Notary Public, State of New York
My commission Expires March 30, 1973

State of Ohio)
County of Cuyahoga) SS

On the 25th day of October, in the year 1972, before me, a notary public in and for the County and State aforesaid, personally came and appeared J. T. Ford and T. H. Keelor, to me personally known, and known to me to be Vice President and Secretary, respectively, of the Chesapeake and Ohio Railway Company, and the same persons whose names are subscribed to the foregoing instrument dated September 18, 1972, who, being by me severally and duly sworn according to law, did severally depose, say, and acknowledge that he, the said J. T. Ford resides at 3189 Lander Road, Pepper Pike, Ohio 44124 and that he, the T. H. Keelor, resides at 19555 Story Road, Rocky River, Ohio 44116; that he the said J. T. Ford is Vice President and that he, the said T. H. Keelor, is Secretary, of the Chesapeake and Ohio Railway Company, the Corporation described in and which executed the above instrument;that they know th seal of said Corporation; that the seal affixed to said foregoing instrument is such Corporate Seal; that said instrument was signed and sealed in behalf of said Corporation by order of its Board of Directors and that they signed their names thereto by like order; and said J. T. Ford and T. H. Keelor duly and severally acknowledged that they signed, sealed, and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio, the day and year in this certificate first above written.
/s/ Clara Masuga, Notary Public For Cuyahoga County
My Commission Expires April 21, 1974

This Instrument was drafted by: Allal F. Schmalzriedt, 407 One Northland Plaza
20755 Greenfield Road, Southfield, Michigan 48075

STATE OF WISCONSIN
Department of State
Received this 29 day of
Nov A. D. 19 22 at 2
o'clock P M. and recorded in Vol.
50 of RRM
on page 91&92
Secretary of State
SECRETARY OF STATE

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Grantor, for and in consideration of the sum of TWO THOUSAND SIX HUNDRED AND FIFTY DOLLARS ($2,650.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto STA E OF WISCONSIN, Department of Transportation, Division of Highways, Grantee, free, however, from the liens of the First Mortgage and all supplements thereto, and the General Mortgage and all supplements thereto of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in the office of the Secretary of State, State Wisconsin, this conveyance free from said liens being permitted by Article XI, Section 2 of each of said mortgages, the following described real estate, situated and being in Vernon County, Wisconsin, to-wit:

A parcel of land in Township 14 North, Range 4 West, Section 20 in the SW¼ SE¼, in Section 29 in the NE¼ NE¼, NW¼ NE¼, in S ction 28 in the NW¼ NW¼ and in Outlots 74, 75 and 40 in the City of Westby, thereof located from a reference line as follows:

Beginning in Outlot 40 at a point located 744.14 feet N 01°24' E of apoint on Ramsland Street located 24.75 feet west of and at right angles to the southwest corner of Lot 12 Block 1 of T. O. Swiggum's 2nd Addition to the City of Westby.

From the point of beginning thence along a reference line bearing N54°05' W, 490.47 feet (this portion of a parcel being 87.69 feet in width at the southeast end and 91.75 feet at the northwest end). Thence along a reference line bearing N 53° 51' W, 717.30 feet (this portion of a parcel being 91.75 feet in width at the southeast end and 92 feet in width at the northwest end); thence along said reference line bearing N 53° 51' W, 1000 feet, (this portion of a parcel being 92 feet in width at the southeast end and 95 feet in width at the northwest end); thence continuing N 53°51' W along said reference line 1000 feet (this portion of a parcel being 95 feet in width at the southeast and increasing to 96 feet in width at the northwest end); thence continuing N 53°51' W along said reference line 1293.8 feet to the point of a curve concave to the southwest having a radius of 1432.5 feet. (This portion of a parcel being 96 feet in width at the southeast and increasing to 100 feet in width at the northwest end); thence along said curve and reference line 206.2 feet (this portion of a parcel being 100 feet in width at the southeast end increasing to 112 feet in width at thenorthwest end); thence along said curve and reference line 300 feet. (This portion of a parcel being 112 feet in width at the southeast end increasing to 133 feet in width at the northwest end). Thence along said curve and reference line 263 feet (this portion of the parcel being 133 feet in width at the southeast end increasing to 145 feet in width at the northwest end). Thence along a reference line bearing north 84°37' W, 257.9 feet (this portion of parcel being 145 feet in width at the east end tapering to 135 feet in width at the west end). Thence continuing north 84°37' W along said reference line 612 feet. (This portion of parcel being 110 feet in width at the east end tapering to 64 feet in width at the west end). Thence continuing north 84°37' W along said reference line 150 feet. (This portion of a parcel being uniform 64 feet in width). Thence continuing north 84°37' W along said reference line 300 feet. (This portion of a parcel being 89 feet in width at the east end and 122 feet in width at the wet end). Thence continuing north 84°37' W.along said reference line 301.15 feet. (This portion of a parcel being 122 feet in width at the east end and increasing to 190.32 feet in width at the west end; excepting lands in the SE¼ SW¼, Section 20, Township 14 North, Range 4 West).

Also an additional Parcel of land in Town 14 North, Range 4 West, Section 28 inthe NW¼ SE¼ in Outlot 40 consisting of two parts and described as follows:

Part 1 - A strip of land 33 feet in width, 16½ feet being on each side of the centerline of the Wye connecting track (now removed) of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company as located across that portion of the NW¼ of the SE¼ of Section 28, Township 14 North, Range 4 West lying between the westerly Right of Way line of State Trunk Highway No. 27 as laid out and traveled on August 1, 1972 and the easterly Right of Way line of the formerly La Crosse and Southeastern Railway Company, said centerline being more particularly described as follows:

Beginning at a point in the center of the Sparta-Viroqua Brance of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company known as engineer's Stateion 1264+57, said point being 147 feet more or less southwesterly along the said centerling of the Sparta-Viroqua Branch of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company from the east and west ¼ section line of said Section 28, Township 14 North, Range 4 West; thence on a turnout curve to the right through an angle of 5°44' for a distance of 78 feet to apoint, thence southwesterly tangent to said last mentioned point for a distance of 44 feet to a point, thence on a 10° curve to the right through an angle of 79°29' for a distance of 794.8 feet to a point, thence on a turnout curve to the right through an angle of 5°44' for a distance of 86 feet, to a point in the center of track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (now removed) excepting the rights of way of the former La Crosse and Southeastern Railroad Company, the Sparta-Viroqua Branch of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company , and the State Trunk Highway No. 27.

Part 2 - A piece of parcel of land in Township 14 North, Range 4 West, Section 28, in the NW¼ of the SE¼, in Outlot #40, formerly owned by the La Crosse and Southeastern Railway Company (as in Vol. 134 of Deeds - Page 282, recorded in the Office of the Register of Deeds, in and for Vernon County, Wisconsin), which lies north of a line 33 feet southerly of and parallel to the centerline of the now removed main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, (said centerline described under Part #1 above).

Said land retained by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in a Quit Claim Deed form Trustee for the LaCrosse and Southeastern Railway Company to A. B. Swiggum which is recorded in Volume 36 of Miscellaneous, Page 202, in the Office of the Register of Deeds, in and for Vernon County, Wisconsin.

Said parcel includes all that land formerly used for the operation of a railroad by the grantor between the west right of way limits of State Trunk Highway 27 in Outlot 40 of Section 28, Township 14 North, Range 4 West, in the City of Westby and the west line of the southeast quarter of Section 20, Township 14 North, Range 4 West.

Said parcell contains 10.90 acres, more or less.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice Chairman of the Board and by its Assistant Secretary on this 4th day of December, 1972.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
/s/ by C. E. Crippen, Vice Chairman of the Board
Attest: by G. E. Pottinger, Assistant Secretary
witnessed by E. C. Adams and J. E. Killian

This Document was prepared by Mr. R. H. Keegan of Real Estate, Economic and Resource Development Department of Chicago, Milwaukee, St. Paul and Pacific Railroad Company at Chicago, Illinois.

State of Illinois)
) SS
County of Cook)

Personally came before me this 4 day of December, 1972, C. E. Crippen, Vice Chairman of the Board and G. E. Pottinger, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice Chairman of the Board and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr., Notary Public, Cook County, Illinois

My Commisson Expires Nov. 30, 1973

STATE OF WISCONSIN } ss.
Department of State
Received this 13 day of
Dec A. D. 19 72 at 3
o'clock P M. and recorded in Vol.
50 of R B M
on page 934 94
Secretary of State

and recorded in
Secretary of S
and recorded in

95

Nowlan, Mouat, Lovejoy, Wood, & Cripe
December 12, 1972
Dear Sir:

We enclose herewith a deed of release, releasing a small portion of land here from the lien of a mortgage and deed of trust executed by Chicago and Northwestern Railway Company. Please record this document and return it to this office with some indication of the fact that it was recorded and the time and filing data.

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under thelaws of the State of Wisconsin, and said The First National Bank of Chicago, as supplement ed and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto LESTER W. ROBINSON

ALL OF THE RIGHT, TITLE AND INTEREST AND EVERY CLAIM AND DEMAND WHATSOEVER which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock, and the State of Wisconsin

and described as follows, to wit:

Those parts of Lots 85, 86, and 88 in Smithand Bailey's Addition, and of Lot 150 in Smith, Bailey and Stone's Addition to Janesville; together with that part of the Northeasterly Half of High Street lying Southwesterly of and adjoining said Lot 150, all lying Northwesterly of a line parallel with and distant 23 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track was located in 1960, and also being the present Southeasterly line of right-of-way of said Transporation Company, and lying Southeasterly of a line parallel with and distant 25 feet Southeasterly, measured at right angles and radially, from the center line of the main track of said Company, as said main track is now located.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 29th day of November, A.D., Nineteen Hundred and Seventy-two.

THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid.
/s/ by T. F. Grove, Assistant Vice President

Attest: W. Wells, Trust Officer
Witnesses: To the signatures of the officers of the First National Bank of Chicago:
/s/ S. Herrnreiter and K. Breuer

State of Illinois)
)SS
County of Cook)

I, D. F. Donahue a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that T. F. Grove and W. Wells to me personally known and known to me to be, respectively, an Assistant Vice President and Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that person, and being first duly sworn by me, did severally depose and say that T. F. Gove resides in Geneva, Illinois and that W. Wells resides in Lake Zurich, Illinois and they severally acknowledged to me that they are respectively, an Assistant Vice President and Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 29th day of November A. D., Nineteen Hundred and Seventy-two.

/a/ D. F. Donahue, Notary Public in and for the County of Cook in the State of Illinois

My Commission as such Notary Public Expires: Dec. 3, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 13 day of
Dec A. D. 19 72 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 93
Secretary of State

96

Charles E. Stickler
Please record enclosed Deed of Release form Northwest Chemco, Inc. to Northwestern Transporation Company.

Authorization No. P-7298

Deed of Realease

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred toas "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Department of State, State of Wisconsin, on June 6, 1972 in Volume 50 of RRM, on Pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of one dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto CORNELL INDUSTRIAL DEVELOPMENT CORPORATION

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the City of Cornell, County of Chippewa, and the State of Wisconsin

and described as follows, to wit:

That part of the Southwest Quarter of the Northwest Quarter of Section 17, and of Government Lots 10 and 11 of Section 18, Townsip 31 North, Range 6 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of the Southwest Quarter of the Northwest Quarter of said Section 17, distant 150 feet Northwesterly, measured at right angles, from the center line of the main track of the Eau Claire Chippewa Falls and North Eastern Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Sections 17 and 18; thence Southwesterly parallel with said original main track center line to a point on the North line of said Government lot 11; thence Easterly along said North line of Government Lot 11 a distance of 34.8 feet; thence Southwesterly parallel with said original main track center line to a point on the North line of Osborne Street; thence Easterly along said North line of Osborne Street to a point distant 50 feet Northwesterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with said last described main track center line to a point on a line drawn at right angles thereto at the end thereof; thence Southeasterly along said last described right angle line a distance of 100 feet; thence Southwesterly parallel with said last described main track center line a distance of 350 feet; thence Southeasterly at right angles to the last described course to a point distant 150 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line to a point on the North line of the Southwest Quarter of the Northwest Quarter of said Section 17; thence Westerly along said North line to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by on of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 16th day of November A.D., Nineteen Hundred and Seventy-Two.

NORTHWEST CHEMCO, INC., as Mortgagee as aforesaid
/s/ by Paul J. Wier, Vice President

Attest: By R. J. Hill, Secretaty
Witnessis: To the signatures ot the officers of Northwest Chemco, Inc.
/s/ Gordon McKee and P. J. Moran

State of Illinois)
)SS
County of Cook)

I, Ellis A. Brock, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Paul J. Weir and R. J. Hill to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco; and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 16th day of November A.D., Nineteen Hundred and Seventy-Two.

/s/ Ellis A. Brock, in and for the County of Cook in the State of Illinois.
My Commission as such Notary Public Expires: Oct 3, 1973
(Exempt under provisions of Chapter 77.25 (10) of Wisconsin Statutes).

STATE OF WISCONSIN } ss.
Department of State
Received this 13 day of
Dec A. D. 19 72 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 96
Secretary of State

97

Authorization No. P-7373
Project No. ID-1106-1-50

Easement Deed No. 77554

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of One and No/100 Dollars ($1.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, grants an easement, but subject to the provisions hereinafter expressed, for highway purposes only,to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORATION, DIVISION OF HIGHWAYS, GRANTEE, on, over and across the following described real estate situated in the County of Fond du Lac, and the State of Wisconsin, to wit:

That part of the Southeast One-Quarter of Section 5, Township 15 North, Range 17 East, described as follows:

Commence at the Northwest corner of said Southeast One-Quarter; thence South 88°13'26" East along the North line of said Southeast One-Quarter 1,347.95 feet to the West line of the East One-half of said Southeast One-Quarter; thence South 3°38'55" East along said line 1,225.92 feet to a point in the North right of way line of Chicago and North Western Transportation Company; thence South 89°18'50" East along said line 61.97 feet to the point of beginning; thence South 30°52'19" East 77.45 feet to a point in the South right of way line of said Transportation Company; thence North 29°14'09" West 76.15 feet to a point in the North right of way line of said Transportation Company; thence North 89°18'50" West along said line 117.64 feet to the point of beginning.

Also, commence at the Northeast corner of said Southeast One-Quarter; thence South 3°21'28" East along the East line of said Southeast One-Quarter 1,199.76 feet to a point in the North right of way line of said Transportation Company and the point of beginning; thence North 89° 18'50" West along said North line 100.25 feet; thence South 3°21'28" East 66.16 feet to a point in the South right of way line of said Transportation Company; thence South 89°18'50" East along said South line 100.25 feet to a point in the East line of said Southeast One-Quarter; thence North 3°21'28" West along said East line 66.16 feet to the point of beginning.

Reserving, however, unto the Grantor, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for street or highway purposes, The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees, and assigns.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right ot protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement or use of said described land or any part thereof for highway purposes, as part of the improvement presently designated as Project ID-1106-1-50, (U.S.H. 151-Melody Lane Section) U.S.H. 41, Fond du Lac County.

This document was drafted by the Chicago and North Western Transportation Company, Chicago, Illinois

Dated this 4th day of August, 1972.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
/s/ by Robert W. Mickey, Asst. Vice President
Attested by /s/ V. J. Luisi, Asst. Secretary
Signed, Sealed and Delivered in Presence of: /s/ M. F. Chatterton, and Janice M. Sampson

State of Illinois)
)SS
County of Cook)

I, A. S. Fleck, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and V. J. Luisi, to me personally known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the indentical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th of August, 1972.

/s/A. S. Fleck, Notary Public, in and for the County of Cook in the State of Illinois
My commission Expires: August 23, 1974

STATE OF WISCONSIN } ss.
Department of State
Received this 18 day of
Jan A. D. 19 73 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 597
Secretary of State

98

STATE OF WISCONSIN

FROM	SUBJECT
L. E. GRINDE, DEPT. OF TRANSPORTATION DIV. OF HWY. BUR. OF R/W RM. 651 HFSOB	ID 1173-2-21 LINCOLN CO PARCEL 68
TO	
SEC OF STATE OFFICE ATTEN L. J. FAHEY 112 WEST CAP.	DATE 1-23-73

MESSAGE

WOULD YOU PLS HAVE THE ATTACHED DOCUMENT RECORDED AT YOUR OFFICE AND RETURN SAME TO THE WRITER.

THANK YOU

SIGNED /s/ L. E. GRINDE

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, A Wisconsin Corporation, Grantor, for and in consideration of the sum of ONE HUNDRED DOLLARS ($100.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee, an easement for highway purposes, including the right to preserve, protect and remove any vegetation existing on said real estate and the right to plant thereon and protect any vegetation that Grantee may deem desirable to prevent soil erosion or to beautify the highway, in, on, over and across the following described real estate, situated and being in Lincoln County, Wisconsin, to-wit:

In Township 31 North, Range 7 East, Section 20, part of the SE¼ NW¼ thereof as described in Volume 209, Page 181, Lincoln County Registry;

A parcel of land therein lying within the following described closed traverse; commencing at the center quarter corner of said Section 20; thence S 89°37'59" W 506.76 feet; thence N 7°34'36" E 242.86 feet to the Point of Beginning; thence continuing N 7°34'36" E 141.46 feet; thence N 37°24'24" W 582.37 feet; thence S 11°23'53" W 132.90 feet; thence S 37°24' 24" E 594.90 feet to the Point of Beginning. Said parcel of land contains 1.35 acre.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said real estate but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said real estate and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said real estate adverse to Grantor's title. Upon abandonment of the use of said real estate for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice Chairman of the Board and by its Assistant Secretary on this 31st day of October, 1972.

In Presence Of:

/s/ E. C. Adams
E. C. Adams Witness

/s/ J. E. Killian
J. E. Killian Witness

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By /s/ C. E. Crippen
Vice Chairman of the Board
C. E. Crippen

ATTEST:

By /s/ G. E.Pottinger
Assistant Secretary
G. E. Pottinger

(SEAL)

STATE OF WISCONSIN } ss.
Department of State
Received this 24th day of
Jan A. D. 19 73 at 10
o'clock A M. and recorded in Vol.
50 of R R M
on page 984
Secretary of State

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 31st day of October, 1972, C. E. Crippen, Vice Chairman of the Board and G. E. Pottinger, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice Chairman of the Board and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ RAYMOND H, KEEGAN, JR.

(NOTARY STAMP AND SEAL)

99

38314

DEED OF RELEASE

6983

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (41.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIRCLAIM unto DEPOT ENTERPRISES, INC., a Wisconsin corporation----------

all of the right, title and interest and every claim and demand whatsoever which said Trustee may have now or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Waukesha, County of Waukesha, and the State of Wisconsin,

and described as follows, to wit:

Those parts of Lots 12, 13, 14, 15, 16, 17, 18, and 19 of Davis and Heisleutner's Subdivision of Lots 2, 3, 16, 17, and 18 of Block 7 of Cutler's Second Addition to the Plat of Prairieville (now Waukesha), bounded as follows: On the West by the Westerly line of said Lot 12, being also the East line of Maple Avenue; on the North by a line parallel with and distant 17 feet Northerly, measured at right angles, from the center line of the main tract of the Chicago and North Western Transportation Company, as said main track is now located; on the East by the Westerly line of the Easterly 28 feet of said Lot 19; And on the South by a line parallel with and distant 10 feet Northerly, measured at right angles, from the center line of Chicago and North Western Transportation Company passing track I.C.C. No. 78, as said passing track is now located.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 8th day of January, A. D., Nineteen Hundred and Seventy-Three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid.

(S E A L)

By /s/ A. R. MENARD
Assistant Vice President

ATTEST:

/s/ T. E. GROVE
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:"

/s/ T. OLSON

/s/ K. BREUER

STATE OF WISCONSIN)
Department of State) ss.
Received this 8th day of
Feb. A. D. 1973 10
o'clock A M. and recorded in Vol.
50 of L R M
99
Secretary of State

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, T. BRUNK a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that A. R. MENARD and T. E. GROVE to me personally known and known to me to be, respectively, an Assistant Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that A. R. MENARD resides in Oak Park, Illinois, and that T. E. GROVE resides in Geneva, Illinois and they severally acknowledged to me that they are, respectively, an Assistant Vice President and Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association; that the seal affixed to said instrument is the seal of said Association; and that Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th day of January A. D., Nineteen Hundred and Seventy-Three.

(NOTARIAL SEAL)

/s/ T. BRUNK
T. Brunk NOTARY PUBLIC in and for
the State of Illinois

My Commission as such
Notary Public Expires: SEP 17 1975

100

Form 2600-A

Authorization No. P-7465

DEED NO. 77701

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of SEVEN THOUSAND SIX HUNDRED NINETY-FIVE AND NO/100--DOLLARS ($7,695.00), conveys and quitclaims to CATHERINE T. STAIDL of 704 South Locust Street, Appleton, Wisconsin, GRANTEE, all interest in the following described real estate situated in the City of Neenah, County of Winnebago, and the State of Wisconsin, to wit:

That part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 20 North, Range 17 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the Southwest corner of Lot 3 in Block 7 in Jones Plat of the Island; thence Westerly along the Westerly extension of the South line of said Lot 3 to a point distant 8.5 feet Northeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 245, as said spur track is now located; thence Northwesterly parallel with said spur track center line, and the Northwesterly extension thereof, to a point on a line drawn at right angles to the center line, extended, of said spur track, at a point thereon distant 15 feet Northwesterly from the end of said spur track; thence Southwesterly along said last described right angle line to a point distant 70 feet Northeasterly, measured at right angles, from the center line of the main track of said Chicago and North Western Transportation company, as said main track is now located; thence Northwesterly parallel with said main track center line to a point on the Westerly extension of the North line of Lot 1 in said Block 7; thence Easterly along said North line, and the Westerly extension thereof, to a point on the Easterly line of that certain easement dated June 27, 1892, between Carlton Bachelder et. al., and the Chicago and North Western Railway Company, filed for record in the Register's Office for Winnebago County May 1, 1935, in Volume 451 of Miscellaneous on pages 559 and 560; thence Southerly along the Easterly line of said easement dated June 27, 1892, to a point on the Westerly line of said Lot 3; thence Southerly along said Westerly line of Lot 3 to the point of beginning.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to protect, maintain, operate, and use, and and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

DEED NO. 77701

Form 2600-B

Authorization No. P-7465

By the acceptance of this conveyance, the Grantee agrees for herself, her heirs and assigns;

(1) That she shall erect and maintain at her expense a highway type guard rail barricade along the Southerly and Westerly boundaries of the above described real estate;

(2) That, if she fails to erect a barricade, the Grantor, its successors and assigns, shall have the right at its option to erect said barricade, and bill the Grantee, for all costs in connection with the erection of said barricade.

DATED this 25th day of October, 1972.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

/s/ M. F. CHATTERTON
M. F. Chatterton

By /s/ ROBERT W. MICKEY
Robert W. Mickey, Assistant Vice President

/s/ JANICE M. SAMPSON
Janice M. Sampson

Attest /s/ G. L. VARGASON
G. L. Vargason, Assistant Secretary

DEED OF RELEASE P-7465

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the St te of Wisconsin on June 6, 1944 in volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto CATHERINE T. STAIDL----------

all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Neenah, County of Winnebago, and the State of Wisconsin----------

and described as follows, to wit:

That part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 20 North, Range 17 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the Southwest corner of Lot 3 in Block 7 in Jones Plat of the Island; thence Westerly along the Westerly extension of the South line of said Lot 3 to a point distant 8.5 feet Northeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 245, as said spur track is now located; thence Northwesterly parallel with said spur track center line, and the Northwesterly extension thereof, to a point on a line drawn at right angles to the center line, extended, of said spur track, at a point thereon distant 15 feet Northwesterly from the end of said spur track; thence Southwesterly along said last described right angle line to a point distant 70 feet Northeasterly, measured at right angles, from the center line of the main track of said Chicago and North Western Transportation Company, as said main track is now located; thence Northwesterly parallel with said main track center line to a point on the Westerly extension of the North line of Lot 1 in said Block 7; thence Easterly along said North line, and the Westerly extension thereof, to a point on the Easterly line of that certain easement dated June 27, 1892, between Carlton Bachelder et. al., and the Chicago and North Western Railway Company, filed for record in the Register's Office for Winnebago County May 1, 1935, in Volume 451 of Miscellaneous on pages 559 and 560; thence Southerly along the Easterly line of said easement dated June 27, 1892, to a point on the Westerly line of said Lot 3; thence Southerly along said Westerly line of Lot 3 to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, siad THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer, or by an Assistant Secretary this 7th day of December, A. D ., Nineteen Hundred and Seventy-Two.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid.

By /s/ A. R. MENARD
Assistant Vice President

ATTEST:

/s/ T. S. GROVE
Assistant Secretary

(CORPORATE SEAL)

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ S. HERNREITER

/s/ K. BREUER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, D. F. DONAHUE, a Notary Public,duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that A. R. MENARD and T. F. GROVE to me personally known and known to me to be, respectively, an Assistant Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to; me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that A. R. MENARD resides in Oak Park, Illinois and that T. F.GROVE resides in Geneva, Illinois and they severally acknowledged to me that they are, respectively, an Assistant Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 7th day of December A. D., Nineteen Hundred and Seventy-Two.

/s/ D. F. DONAHUE
NOTARY PUBLIC
in and for the County of Cook in the
State of Illinois.

My Commission as such
Notary Public Expires: DEC-3 1975

(NOTARIAL SEAL)

SEE FILE FOR COPY OF WISCONSIN REAL ESTATE TRANSFER RETURN

STATE OF WISCONSIN } ss.
Department of State
Received this 23 day of
Feb. A. D. 1973 at 2
o'clock P M. and recorded in Vol.
50 of RRM
on page 100-101
Secretary of State

Burlington Northern

Dear Sir:

Herewith enclosed for filing in your office is an original executed counterpart, as well as one conformed copy, of Satisfaction and Release, dated May 4, 1973, of Saint Paul and Duluth Railroad Company First Consolidated Mortgage, dated June 1, 1898.

SATISFACTION AND RELEASE

OF

SAINT PAUL AND DULUTH RAILROAD COMPANY

FIRST CONSOLIDATED MORTGAGE

DATED JUNE 1, 1898

KNOW ALL MEN BY THESE PRESENTS, that:

(1) Saint Paul and Duluth Railroad Company, a corporation organized under the laws of the State of Minnesota, made, executed and delivered to Guaranty Trust Company of New York its First Consolidated Mortgage, dated June 1, 1898, as supplemented and amended from time to time, being hereinafter called the "Mortgage," under which there was authorized to be issued in the aggregate not in excess of Five Million Dollars ($5,000,000) principal amount of Saint Paul and Duluth Railroad Company First Consolidated Mortgage Four Per Cent. Seventy-Year Gold Bonds due June 1, 1968.

(2) Said Mortgage was duly recorded in the offices and on the dates and in books in said offices at the pages designated as follows:

STATE OF MINNESOTA

Office of the	Date	Book	Page
Secretary of State	Aug. 29, 1898	8 Gen. R. R. Rec.	498
Register of deeds for the County of:			
Carlton	Sept. 8, 1898	G Mortgages	210
Chisago	Aug. 31, 1898	T Mortgages	541
Pine	Sept. 8, 1898	L Mortgages	276
Ramsey	Aug. 29, 1898	315 Mortgages	219
St. Louis	Sept. 7, 1898	180 Mortgages	161
Washington	Aug. 31, 1898	18 Mortgages	207

STATE OF WISCONSIN

Secretary of State	Sept. 22, 1898	11 R. R. Mortgages	607
Office of the Regiester of Deeds for the County of:			
Burnett	Sept. 16, 1898	H Mortgages	27
Douglas	Sept. 7, 1898	40 Mortgages	53

INTERSTATE COMMERCE COMMISSION

Secretary of the ICC	June 28, 1971	Recordation No. 6216-B

(3) Guaranty Trust Company of New York resigned as Trustee, and its resignation was accepted by the Directors of the Saint Paul and Duluth Railroad Company on September 19, 1900. The bondholders of the Saint Paul and Duluth Railroad Company on October 24, 1900, elected the Metroplitan Trust Company of the City of New York as Trustee to fill the vacancy caused by the resignation of the Guaranty Trust Company of New York, and the Board of Directors of the Saint Paul and Duluth Railroad Company on October 24, 1900, confirmed the action of the bondholders.

(4) Metropolitan Trust Company of the City of New York changed its name to Metropolitan National Bank & Trust Company of the City of New York, and changed its status as a state institution to a Federal Bank operated under a Federal Charter, which cange of name and charter on

the 31st day of January, 1925, received the approval of the Comptroller of the Currency of the United States.

(5) Metropolitan National Bank & Trust Com pany of the City of New York was merged into The Chatham and Phenix National Bank of the City of New York and name of the said Metropolitan National Bank & Trust Company of the City of New York was changed to Chatham Phenix National Bank and Trust Com any, which merger and change of name on the 16th day of March, 1925, received the approval of the Comptroller of the Currency of the United States.

(6) By virtue and as the result of an agreement made pursuant to the laws of the State of New York, under date of December 24, 1931, Chatham Phenix National Bank and Trust Company was, on February 9, 1932, merged into Manufacturers Trust Company, a New York corporation, and the name of said Chatham Phenix National Bank and Trust Company was changed to Manufactruers Trust Company, which agreement of merger and change of name duly received the approval, pursuant to the laws of the State of New York, of the Superintendent of Banks of that State.

(7) By virtue and as a result of an agreement made pursuant ot the laws of the State of New York, Manufacturers Trust Company merged with The Hanover Bank as of September 8, 1961, under the name Manufacturers Hanover Trust Company, and therupon Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under said Mortgage.

(8) On June 15, 1900, Saint Paul and Duluth Railroad Company conveyed all of its properties to Northern Pacific Railway Company subject to the lien of said Mortgage, all the covenants and conditions of which Mortgage the Northern Pacific Railway Company agreed to assume, keep and perform in the place and stead of Saint Paul and Duluth Railroad Company.

(9) Pursuant to eh approval and authorization of the Interstate Commerce Commission and an agreement of merger dated as of January 26, 1961, Northern Pacific Railway Company, Great Northern Railway Company and Pacific Coast R. R. Co. were on March 2, 1970, merged into Great Northern Pacific & Bulington Lines, Inc.., hereinafter called the "Company."

(10) By Indenture dated March 2, 1970, supplemental to said Mortgage, the Company assumed and agreed to be bound by all the covenants and conditions of the said Mortgage therein agreed to be kept and performed by the Saint Paul and Duluth Railroad Company and has succeeded to and been substituted for Saint Paul and Duluth Railroad Company in said Mortgage.

(11) All of said First Consolidated Mortgage Five Per Cent. Seventy-Year Gold Bonds issued under said Mortgage were and have been redeemed and all of the conditions precedent to a release of said Mortgage have been complied with.

Wherefore, in consideration of the foregoing and in compliance with the terms and provisions of the Mortgage, the undersigned, Manufacturers Hanover Trust Company, as Trustee, does hereby, without warranty, covenant or assurance of any kind, either express or implied, and without recourse in any event, (1) remise, release, convey and quit claim unto the Company, its successors and assigns, all estate, right, title, interest, claim and demand whatsoever which it may have acquired under and by virtue of or arising from the Mortgage in and to all property of every kind of character whatsoever and wheresoever situated, real, personal or mixed, conveyed or intended to be conveyed by the Mortgage; (2) acknowledge full satisfaction and discharge of the Mortgage and full discharge of all rights, claims and demands which it, as Trustee, may have acquired by virtue of the Mortgage; and (3) consent and direct that the Mortgage and any and all supplements thereto be discharged of record, both as a real estate mortgage and as a chattel mortgage, and authorize the Secretary of the Interstate Commerce Commission and the recording officer of each county and state in which the Mortgage has been recorded or filed to discharge thesame of record in his office.

In Witness Wherof, Manufacturers Hanover Trust Company has caused this instrument to be signed and acknowledged by one of its Vice Presidents or an Assistant Vice President or Trust Officer, and its corporate seal to be affixed hereto and thesame to be attested by its Secretary or one of its Assistant Secretaries or a Trust Officer or an Assistant Trust Officer, as of the 4th day of May, 1973.

Manufacturers Hanover Trust Company, as Trustee,

/s/ By E. F. Cockings
Assistant Vice President

Attest: /s/ By W. B. Dodge
Assistant Trust Officer

In Presence of

/s/ J. Leslie Daniels

/s/ T. C. Knight

State of New York)
)ss.
County of New York)

I, Kathleen C. Kelly, a Notary Public in and for the State and County aforesaid, do hereby certifythat appeared before me E. F. Cockings and W. B. Dodge, personally known to me and personally known to me to be a Assistant Vice President and a Assistant Trust Officer, respectively, of Manufacturers Hanover Trust Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Assistant Vice President and Assistant Trust Officer, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said E. F. Cockings resides at 6702 Ridge Boulevard, Bklyn, N. Y. 11220. and that the said W. B. Dodge resides at, 3582 Knora Place, Seaford, N. Y. 11783, that said E. F. Cockings is Assistant Vice President and said W. B. Dodge is Assistant Trust Officer of Manufacturers Hanover Trust Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of siad corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Assistant Vice President and Assistant Trust Officer in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

/s/ Kathleen C. Kelly, Notary Public, State of N. Y.

STATE OF WISCONSIN) ss.
Department of State)
Received for record this 15th day of
May A. D. 1973 at 2:50
o'clock P. M. and recorded in Vol.
50 RBM
102-104
Secretary of State

PARTIAL RELEASE

This Indenture made this 20th day of April, 1973, by and among Bankers Trust Company (successor to the State of New York, as trustee, party of the first part, Fisrt National City Bank (successor by m merger to First National City Trust Company), a national banking association, as trustee, party of the second part, Morgan Guaranty Trust Company of New Y9rk, a corporation organized under the laws of the State of New York, as trustee, party of the third part, and Burlington Northern Inc. (successor by merger to Northern Pacific Railway Company), a corporation organized under the laws of the State of Delaware, party of the fourth part, Witnesseth:

Whereas, the property described in Exhibit "A" attached hereto and by this reference made a part hereof is subject to the lien of those certain mortgages made by the Northern Pacific Railway Company, as follows:

1. To The Mercantile Trust Company, Trustee, dated November 10, 1896, of whichmortgage Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.

2. To The Farmers' Loan and Trust Company, Trustee, dated November 10, 1896, of which mortgage First National City Bank, party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company. On June 28, 1929, The Farmers' Loan and Trust Company, a New York corporation, became known as City Bank Farmers Trust Company, and at the close of business on January 30, 1959, said corporation was converted into a national banking association under the title "First National City Trust Company". Said First National City Trust Company os of the close of business on January 15, 1963, was merged with First National City Bank, a national banking association.

Whereas, the property described in said Exhibit "A" is also subject to the lien of that certain mortgage known as the Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, made by Burlington Northern Inc. to Jacob M. Ford II, as an individual trustee, and to Morgan Guaranty Trust Company of New York, as corporate trustee, party of the third part, and

Whereas, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as a real estate mortgage, as follows:

Mortgage	Book	Page
Prior Lien	11 R. R. Mtgs. & Trust Deeds	87-166 incl.
General Lien	11 R. R. Mtgs. & Trust Deeds	167-240 incl.
Consolidated	Railroad Mortgages 49	331

Whereas, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Northern Pacific Railway Company, the mortgagor named in said Prior Lien Mortgage and in said General Lien Mortgage, was merged into and with Great Northern Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc. on March 2, 1970, and

Whereas, by two Indentures, both dated March 2, 1970, one supplemental to said Prior Lien Mortgage and the other supplemental to said General Lien Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and and conditions of the said mortgages therein agreed to be dept and performed by Northern Pacific Railway Company and has succeeded to and been substituted for Northern Pacific Railway Company in said mortgages, and

Whereas, Burlington Northern Inc., duly and in accordance with the provisions of said three mortgages has made application to the Trustees thereof for the release of said property from the lien thereof;

Now, Therefore, This Indenture Witnesseth that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part, First National City Bank, Trustee of said General Lien Mortgage party of the second part, and Morgan Guaranty Trust Company of New York, Trustee of said Consolidated Mortgage, party of the third part, in consideration of the sum of One Dallar ($1.00) and other valuable consideration, do hereby forever release and discharge from the lien of said mortgages, and all supplements thereto, respectively, all of their respective rights, title and interest, as such trustees, in and to the property situate At Superior, County of Douglas, and State of Wisconsin, more fully described in said Exhibit "A" hereto attached.

To have and to hold said property unto said party of the fourth part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit "A" are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter or diminish the liens or encumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released. This release is executed by said mortgage trustees without covenant of warranty, either expressed or implied, and shall be without recourse against such trustees or any of them in any event whatsoever.

In Witness Whereof, said mortgage trustees have caused this indenture to be signed and acknowledged or approved by their respective presidents, vice presidents, assistant vice presidents, or trust officers, and have caused their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective assistant vice presidents, secretaries or assistant secretaries, or associate trust officers, all as of the day and year first above written.

Signed, sealed and delivered on behalf of Bankers Trust Company, as Trustee, in presence of:

/s/ J. G. Caden

/s/ J. Holczinger

Bankers Trust Company, as Trustee,

/s/ By A. D. Fass
Assistant Vice President

Attest: /s/ R. I. Noblett
Assistant Secretary

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

/s/ T. F. Minori

/s/ P. Ihnat

First National City Bank, as Trustee,

/s/ By Ralph E. Johnson
Trust Officer

Attest: /s/ J. A. Olive
Associate Trust Officer

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in Presence of:

/s/ T. Perrin

/s/ P. J. Crowley

Morgan Guaranty Trust Company of New York, as Trustee,

/s/ By R. E. Sparrow
Trust Officer

Attest: /s/ M. J. Thompson
Assistant Secretary

State of New York,)
County of New York,) ss.
City of New York.)

On this 23 day of April, in the year 1973, before me, Phyllis Bucchieri, a notary public, personally appeared A. D. Fass, to me known to be a Assistant Vice President of Bankers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said A. D. Fass acknowledged said instrument to be the free act and deed of said

corporation.

Given under my hand and official seal this 23 day of April, 1973.

/s/ Phyllis Bucchieri

Notary Public, City County and State of New York
My Commission Expires March 30, 1975

State of New York)
County of New York)ss.
City of New York)

On this 26 day of April, in the year 1973, before me, John J. Neubauer, a notary public, personally appeared Ralph E. Johnson, to me known to be a Trust Officer of First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and be acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 26 day of April, 1973.

/s/ John J. Neubauer

Notary Public
City, County and State of New York
My Commission expires March 30, 1975

State of New York)
County of New York) ss.
City of New York)

On this 1st day of May, in the year 1973, before me, Frank Schlierf, a notary public, personally appeared R. E. Sparrow, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said R. E. Sparrow acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 1st day of May, 1973.

/s/ Frank Schlierf

Notary Public
City, County and State of New York
My Commission expires March 30, 1975

Superior, Wisconsin - Sale of former N. P. land to Energy Land, Incorporated

Exhibit "A"

Those parts of Block 12, West 21st Street, Townsite of Superior, in Superior, Douglas County, Wisconsin, described as follows:

The East One-half (½) of the East One-half (½), and the Southwest one-quarter (¼) of the East One-half (½).

That part of Block 11, West 23rd Street, Townsite of Superior, in Superior, Douglas County, Wisconsin, Described as follows:

Beginning at the Northwest corner of said Block 11; thence East along the North line of said Block 11 a distance of 339.33 feet; thence Southwesterly, on a line making an included angle of 55° 58' 50" with said last mentioned line, a distance of 309.10 feet; thence West 166.40 feet along the South line of said Block 11, said line making an included angle of 124° 01' 10" with said last mentioned line; thence North, at right angles, 256.20 feet along the West line of said Block 11 to the point of beginning.

Together with that part of West 22nd Street, vacated, lying between Block 11 on West 23rd Street and Block 12 on West 21st Street, all in the Townsite of Superior, described as follows:

Assuming the West line of said Blocks to run due North and South, commencing at the Northwesterly corner of said Block 11; thence Easterly along the North line of said Block 11 a distance of 339.33 feet to a point; thence Northeasterly on a straight line to the Southeasterly corner of said Block 12; thence Westerly along the South line of said Block 12 a distance of 200 feet to a point; thence Southerly at right angles a distance of 40 feet, more or less, to the center line of said West 22nd Street, vacated; thence Westerly along the center line of said West 22nd Street, vacated, a distance of 200 feet, more or less, to the extended Westline of said Blocks 11 and 12; thence Southerly at right angles along the West line of said Blocks 11 and 12 extended a distance of 40 feet, more or less, to the point of beginning.

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of
May A. D. 19 73 at 2
o'clock P M. and recorded in Vol.
50 RRM
on page 565-108

Secretary of State

Pray, Pray & Clark

Enclosed you will find the originals of two documents entitled "Deed of Release". Both affect real estate located in the City of Ashland. The real estate described in both documents has recently been sold by Chicago & North Western Transportation Company to a local purchaser. The Deeds of Release affect mortgages or deeds of trust recorded on May 13, 1929, in Volume 27 of Railroad Mortgages, Pages 369-424, and on June 6, 1972, in Volume 50 of Railroad Mortgages, Pages 32-49. These Deeds of Release are forwarded so that you may make appropriate entries in your records and then return the enclosures to me. I have been unable to locate anything in the Statutes from which I can determine what your fee will be. If you require the payment of the fee before the documents are recorded, please advise me and I will submit our check promptly. Otherwise, I assure you that if you make the recording and then return the documents with your statement th amount of the fees will be remitted immediately.

Very truly yours, /s/ Theron P. Pray

Deed of Release X 180807

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago , Saint Paul, Minneapolis and Omaha Railway Company, a corporation the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and Northwestern Transportation Company, a Delaware corporation being Successor Mortgagor), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369 to 424, inclusive.

FOR AND IN CONSIDERATION of one dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to REUBEN C. PINGEL--------

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the City of Ashland, County of Ashland. and the State of Wisconsin --

and described as follows, to wit:

Those parts of Lots 16, 17, 18, 25, and 26, in Block 7, Austrian's Addition to Ashland; together with that part of Lot 9, Block 91, Ashland Proper; and that part of Government Lot 1 in Section 5, Township 47 North, Range 4 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the intersection of the Northwesterly line of Fourth Street West and the Southwesterly line of Seventh Avenue West a distance of 105.19 feet; thence S 57°08' W a distance of 235.36 feet to the point of beginning of the parcel of land herein described; thence S32°38' E a distance of 95.65 feet; thence S57°43' W a distance of 431.70 feet to a point on the Northeasterly line of Ninth Avenue West; thence N 32°34' W along the Northeasterly line of Ninth Avenue West a distance of 20.00 feet; thence N 57°43' E a distance of 231.80 f et; thence N 32°34' W a distance of 87.40 feet; thence N62.08' E a distance of 158.46 feet; thence N 57°08' E a distance of 42.00 feet to the point of beginning.

This instrument was drafted by the Chicago and North Western Transportation Company, Chicago, Ill.

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to

---------- ----------Reuben C. Pingel ----------

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continunity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

In WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 2nd day of May, 1973.

Manufacturers Hanover Trust Company
/s/ By D. A. Ursitti, Jr. Assistant Vice President

Attest:

/s/ John Gererale, Assistant Trust Officer
Signed, Sealed and Delivered
In Presence of

/s/ K. C. Kelly
/s/ William F. Tobin

State of New York)
City and) ss.
County of New York)

I, J. Leslie Daniels, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that D. A. Ursitti, Jr. and John Generale, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

Given under my hand and official seal this 2nd day of May A. D. Nineteen Hundred and Seventy-Three.

/s/ J. Leslie Daniels
Notary Public, State of New York
My Commission Expires: March 30, 1974

STATE OF WISCONSIN } ss.
Department of State
Received this 29th day of
May A. D. 19 73 at 2
o'clock P. M. and recorded in Vol.
50 of RRM
on page 109-110
Secretary of State

Deed of Release X180806

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred t as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of Wisconsin on June 6, 1972 in Volume 50 of RRM on pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto REUBEN C. PINGEL -- all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indentrue of Mortgage and Security Agreement, in and to the property situated in the City of Ashland, County of Ashland and the State of Wisconsin ----------

and described as follows, to wit:

Those parts of Lots 16, 17, 18, 25, and 26, in Block 7, Austrian's Addition to Ashland; together with that part of Lot 9, Block 91, Ashland Proper; and that part of Government Lot 1 in Section 5, Township 47 North, Range 4 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the intersection of the Northwesterly line of Fourth Street West and the Southwesterly line of Seventh Avenue West; thence S32°38' E along the Southwesterly line of Seventh Avenue West a distance of 105.19 feet; thence S57°08' W a distance of 235.36 feet to the point of beginning of the parcel of land herein described; thence S32°38' E a distance of 95.65 feet; thence S 57°43' W a distance of 431.70 feet to a point on the Northeasterly line of Ninth Avenue West; thence N 32°34' W along the Northeasterly line of Ninth Avenue West a distance of 20.00 feet; thence N 57°43' E a distance of 231.80 feet; thence N32°34' W a distance of 87.40 feet; thence N62°08' E a distance of 158.46 feet; thence N 57°08' E a distance of 42.00 feet to the point of beginning.

This document was drafted by the Chicago and North Western Transportation Company, Chicago, Illinois.

This instrument shall in no manner affect the lien of said indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 11th day of May A. D., Nineteen Hundred and Seventy-three.

Witnesses:
To the Signatures of the Officers
of Northwest Chemco, Inc.
/s/ Gordon McKee
/s/ P. J. Moran

Northwest Chemco, Inc.
as Mortgagee as aforesaid,
/s/ By Paul J. Weir
Vice President
Attest: /s/ R. J. Hill
Secretary

State of Illinois)
) ss
County of Cook)

I, Ellis A. Brock, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Paul J. Weir and R. J. Hill to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST

CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHERLOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 11th day of May A. D. Nineteen Hundred and Seventy-Three.

/s/ Ellis A. Brock,
Notary Public in and for the County
of Cook in the State of Illinois
My Commission as such Notary Public Expires:
October 3, 1973

STATE OF WISCONSIN)ss.
Department of State
Received this 29th day of
May A.D. 1973 at 2
o'clock P.M. and recorded in Vol.
50 of RRM
on page 111-112

Secretary of State

In Re: City of Whitewater, Purchase of Railroad Depot

Please find enclosed for recording, the following documents concerning the above conveyance from the Chicago, Milwaukee, St. Paul and Pacific Railroad Company to the City of Whitewater:

1. Certified Resolution regarding corporate authority to transfer the property.

2. Quit Claim Deed.

3. Deed of Partial Release - First Mortgage release number 846.

4. Deed of Partial Release - General Mortgage release number 846.

Upon your recording these documents I would appreciate return of the originals to my office along with a statement for your recording fees. I would like to have a separate bill for recording of the deeds of partial release. I would appreciate this, as these fees will be the responsibility of the railroad.

I will also be filing the Quit Claim Deed and the Certified Resolution in Walworth County, and would appreciate your certificate of filing.

Dempsey Law Office

/s/By James L. Carlson
Assistant City Attorney

Certified Resolution

I, J. T. TAUSSIG, Secretary of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Corporation of the State of Wisconsin, DO HEREBY CERTIFY that the following is a true and correct copy of a certain resolution adopted at a joint meeting of the Board of Directors and Finance Committee of said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY duly held at the office of the Company in the City of Chicago, County of Cook and State of Illinois on December 21, 1972 at which meeting a quorum was present and voted, and I FURTHER CERTIFY that said resolution is in full force and effect as of the date of this certificate:

WHEREAS, the Company proposes to sell to Whitewater Historical Society, or its nominee, certain property at Whitewater, Walworth County, Wisconsin, consisting of approximately 11,715 square feet of land together with the one-story brick depot building located thereon, for a cash consideration of $8,500.00, which said property is described as follows, to-wit:

Commencing at the intersection of the southerly line of Whitewater Street and the westerly line of Fremont Street (formerly Depot Street) said point being the northerly corner of Block 6 Depot Block of Tripp's Addition to the Village (now City) of Whitewater, Walworth County, Wisconsin also the Place of Beginning of the lands hereinafter described to-wit: thence S 38°45'40"E 100.57 feet, thence S 50°23'40"W 109.97 feet; thence N 38°45'40"W 104.99 feet to the southerly line of Whitewater Street; thence N 52°42'E along said Street line 110.00 feet to the Place of Beginning. Containing 11,302 square feet of land, more or less.

EXCEPTING, however, the trackage situated thereon and RESERVING unto Chicago, Milwaukee, St. Paul and Pacific Railroad Company, its successors and assigns, the right, license and privilege, for a period of six (6) months from and after the date hereof, to operate, maintain and remove said trackage.

WHEREAS, the said property is subject to the liens of the following mortgages in the order stated below:

1. First Mortgage, dated as of January 1, 1944, executed by the Company to Continental Illinois National Bank and Trust Company of Chicago,

Trustee; and

2. General Mortgage, dated as of January 1, 1944, executed by the Company to Harris Trust and Savings Bank, Trustee; and

WHEREAS, it is desired to sell said property free from the liens of said mortgages, and each of them; and

WHEREAS, in the judgment of the board of Directors the consideration represents the full fair value of the property, and the sale of said property and the release thereof from the liens of said mortgages is desirable in the conduct of the business of the Company;

IT IS, THEREFORE,

RESOLVED, that the sale of said property by the Company to said purchaser for the consideration above named hereby is authorized and approved, and the Vice Chairman of the Board, or the President, or any Vice President, and the Secretary or any Assistant Secretary hereby are authorized and directed to execute, acknowledge and deliver a deed of conveyance of said property to said purchaser; and

RESOLVED, FURTHER, that the Vice Chairman of the Board, or the President, or any Vice President, and the Secretary, or any Assistant Secretary, or the Chief Accounting Officer hereby are authorized and directed to make and sign an application to the said Continental Illinois National Bank and Trust Company of Chicago, and to make and sign an application to the said Harris Trust and Savings Bank, the above named Trustees, requesting the release of said property from the lien of said First Mortgage and from the lien of said General Mortgage, respectively, and to take such other and further action as may be necessary on their part to bring about the release of said property from the liens of said mortgages.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY at my office in the City of Chicago, County of Cook and State of Illinois, this 6th day of June, A. D., 1973.

/s/ By J. T. Taussig

Secretary
CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY

STATE OF WISCONSIN)
Department of State) ss.
Received this 5th day of July A. D. 1973 at 2 o'clock P. M. and recorded in Vol. 52 of RR 17 on page 113-114

Secretary of State

Quitclaim Deed

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILRAOD COMPANY, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto CITY OF WHITEWATER, WISCONSIN, Grantee, the following described real estate, to-wit:

Commencing at the intersection of the southerly line of Whitewater Street and the westerly line of Fremont Street (formerly Depot Street) said point being the northerly corner of Block 6 Depot Block of Tripp's Addition to the Village (now City) of Whitewater, Walworth County, Wisconsin also the Place of Beginning of the lands hereinafter described to-wit: thence S 38°45'40" E 100.57 feet, thence S 50°23'40" W 109.97 feet; thence N 38°45'40" W 104.99 feet to the southerly line of Whitewater Street; thence N 52°42' E along said Street line 110.00 feet to the Place of Beginning. Containing 11,302 square feet of land, more or less.

Exempt #2

EXCEPTING, however, the trackage situated thereon and RESERVING unto Grantor, its successors and assigns, the right, license and privilege, for a period of six (6) months from and after the date hereof, to operate, maintain and remove said trackage.

SUBJECT TO any existing easements for underground or overhead pipelines, pole lines and roadways, whether or not of record.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its Secretary and its corporate seal to be hereunto affixed this June 6, 1973.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ E. C. Adams
Witness

/s/ By: R. F. Kratochwill
Vice President

COUNTERSIGNED:

/s/ D. L. Stengl
Witness

/s/ By: J. T. Taussig
Secretary

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this June 6, 1973, R. F. Kratochwill, Vice President and J. T. Taussig, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ By Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commisson Expires Nov. 30, 1975.

STATE OF WISCONSIN)
Department of State) ss.
Received this 5th day of July A. D. 19 73 at 2 o'clock P M. and recorded in Vol. 50 R.R. on page 115
Secretary of State

(FIRST MORTGAGE RELEASE NO, 846)

Deed of Partial Release

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Whitewater in the County of Walworth, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 13th day of June, A. D. 1973.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

/s/ By R. J. Vondrasek
Second Vice President

ATTEST OR COUNTERSIGNED:

/s/ By M. J. Kruger
Trust Officer

WITNESSED BY:

/s/ By J. M. Rose

/s/ By J. D. Anderson

APPENDIX 1

Real Estate situated in the City of Whitewater, County of Walworth, State of Wisconsin, which is more particularly described as follows; to-wit:

Commencing at the intersection of the southerly line of Whitewater Street and the westerly line of Fremont Street (formerly Depot Street) said point being the northerly corner of Block 6 Depot Block of Tripp's Addition to the Village (now City) of Whitewater, Walworth County, Wisconsin also the Place of Beginning of the lands hereinafter described to-wit: thence S 38°45'40" E 100.57 feet, thence S 50°23'40" W 109.97 feet; thence N 38°45'40" W 104.99 feet to the southerly line of Whitewater Street; thence N 52°42' E along said Street line 110.00 feet to the Place of Beginning. Containing 11,302 square feet of land, more or less.

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to and which forms a

part of the foregoing First Mortgage Release No. 846.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY, as Trustee

/s/ By R. J. Vondrasek
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 13th day of June, A. D. 1973, R. J. Vondrasek, a Second Vice President, and M. J. Kruger, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Second Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ By R. S. Donovan
Notary Public in and for the State
of Illinois, County of Cook.

My Commission expires April 26, 1976.

STATE OF WISCONSIN)
Department of State) ss.
Received this 5th day of
July A. D. 1973 at 2
o'clock P. M. and recorded in Vol.
50 of R R M
Page 116 117
R. C. Zimmerman

(GENERAL MORTGAGE RELEASE NO. 846)

Deed of Partial Release

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State, of Wisconsin in Book 39, of Railroad Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Whitewater, in the County of Walworth, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 14th day of June, A. D. 1973.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

/s/ By J. L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

/s/ By R. S. Stam
Assistant Secretary

WITNESSED BY:

/s/ By K. R. Runnfeldt

/s/ By J. E. Krueger

APPENDIX 1

Real Estate situated in the City of Whitewater, County of Walworth, State of Wisconsin, which is more particularly described as follows; to-wit:

Commencing at the intersection of the southerly line of Whitewater Street and the westerly line of Fremont Street (formerly Depot Street) said point being the northerly corner of Block 6 Depot Block of Tripp's Addition to the Village (now City) of Whitewater, Walworth County, Wisconsin also the Place of Beginning of the lands hereinafter described to-wit: thence S 38°45'40" E 100.57 feet, thence S 50°23'40" W 109.97 feet; thence N 38°45'40" W 104.99 feet to the southerly line of Whitewater Street; thence N 52°42' E along said Street line 110.00 feet to the Place of Beginning. Containing 11,302 square feet of land, more or less.

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to and which forms a part of the foregoing General Mortgage Release No. 846.

HARRIS TRUST AND SAVINGS BANK,
as Trustee,

/s/ By J. L. Spreng
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 14th day of June, A. D. 1973, J. L. Spreng, a Vice President, and R. S. Stam, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ By J. M. Moennich
Notary Public in and for the State
of Illinois, County of Cook
My Commission expires September 2, 1975.

STATE OF WISCONSIN } ss.
Department of State }
Received this 5th day of
July A. D. 19 73 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 118-119

THIS INDENTURE, made this 1st day of September, 1972, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, Grantor, and STATE OF WISCONSIN, Department of Transportation, Division of Highways, Grantee,

WITNESSETH; That Grantor in consideration of One Dollar and other valuable considerations to it in hand paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns, an easement for highway purposes only as long as so used over and across lands owned by it at the following described locations in Price County, Wisconsin, to-wit:

A strip of land comprising all that part of the Soo Line Railroad Company's right of way in Government Lots 13 and 8 in Section 7, Township 37 North, Range 1 East, that lies Southwesterly of a line running parallel with and 50 feet distant Northeasterly (measured at right angles) from the following described center line of State Trunk Highway 13: Commencing at an iron rod marking the Southwest corner of Government Lot 5 in said Section 7; thence N 63° 04' 37.28" E 865.40 feet to the point of beginning of the line herein to be described; thence N 46° 18' 19" W 493.27 feet to a 1909.86 foot radius concave to the Northeast; thence Northwesterly along the arc of said curve 736.40 feet; thence N 24° 12' 47" W 853.33 feet to the North limits of the City of Phillips; thence continuing N 24° 12' 47" W 342 feet to the point of beginning; thence continuing N 24° 12' 47" W 269.07 feet to a 5729.58 foot radius curve concave to the Northeast; thence Northwesterly along the arc of said curve 251.82 feet; thence N 21° 41' 41" W 1629.1 feet to the point of ending; said strip of land extending from Railroad Survey Station 18961+30.4 to 18982+80.4, containing 0.97 acres more or less, shown shaded red on the print attached hereto marked "Exhibit A";

Also, a parcel of land comprising all that part of the Soo Line Railroad Company's right of way in Government Lot 1 of Section 18, Township 37 North, Range 1 East, lying between the Northeasterly line of Lake Street (State Trunk Highway 13) as shown on the Original Plat of the City of Phillips, Wisconsin, and a line 32 feet Northeasterly of and parallel to the following described reference line: Commencing at a point at the intersection of Lake and Elm Streets as platted, said point having grid coordinates of N 191,703.60 and E 1,898,048.86; thence Northwesterly 185.85 feet along the arc of a 763.94 foot radius curve concave to the Southwest, said curve being tangent to a line extended S 40° 12' 19" E from said point of commencement; thence N 54° 08' 38" W 460.44 feet to the point of beginning; thence retracing S 54° 08' 38" E 460.44 feet to the point of ending and the point of beginning of a strip of land lying between said Northeasterly line of Lake Street and a straight line between two points, the first of which lies 32 feet Northeasterly of said point of beginning measured at right angles to said reference line; thence Southeasterly along the previously described curve 32.56 feet to the point of ending, from which station the second point is measured 30 feet Northeasterly of and radially to said curve; said parcel of land extending from Railroad Survey Station 18908+90± to 18914+10, containing 0.35 acres more or less, shown shaded red on said attached "Exhibit A".

The Grantor does hereby further grant unto said Grantee an easement for drainage ditch only as long as so used upon lands owned by it at the following location in said Price County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Soo Line Railraod Company's right of way in Government Lot 5 of Section 7, Township 37 North, Range 1 East, lying Southeasterly of a line 25 feet Northwesterly of and parallel to the following described reference line: Commencing at an iron rod marking the Southwest corner of said Government Lot 5; thence N 63° 04' 37.28" E 865.40 feet; thence S 46° 18' 19" E 680 feet; thence N 43° 42' E 100 feet to the point of beginning; thence continuing N 43° 42' E approximately 75 feet to the water's edge and the point of ending; said parcel of land extending from Railroad Survey Station 18929+75 to 18930+65, containing 1000 square feet, more or less, shown shaded red on said attached "Exhibit A".

Reserving, however, unto the Grantor, its successors and assigns, the right and privilege to use said highway and drainage ditch in common with the Grantee and to permit the use thereof by invitees and licensees of the Grantor, and to grant to others the right to use said highway and said drainage ditch and to use the land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserving the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway and drainage ditch purposes, and further reserving the right to prevent the placement or maintenance of any utility or highway facility or drainage ditch facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Grantor further reserves the title to these lands to itself and maintenance and use of a highway facility or drainage ditch facility upon and across the Grantor's property at the above described location, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this easement.

The grant shall be binding on the Grantor, Grantee, and their successors and assigns.

WITNESS, the hand and seal of the Grantor the 1st day of September, 1972.

Signed and Sealed in the Presence of: SOO LINE RAILROAD COMPANY

/s/ Mary Lou Psyk — /s/ by J. D. Bond
Its Executive Vice President

ATTEST:

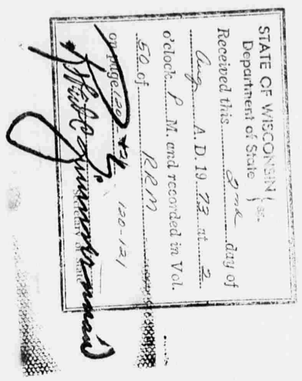
/s/ Nancy M. Anderson — /s/ Thomas M. Beckley
Its Secretary

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

Personally came before me this 1st day of September, 1972, J. D. Bond and Thomas M. Beckley, Executive Vice President and Secretary of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Executive Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ Douglas L. Hanson
Notary Public - Minnesota
Hennepin County
My Commission Expires Mar. 23, 1974

This instrument was drafted by
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402



PIPE LINE AGREEMENT

THIS AGREEMENT, made and entered into this the 2nd day of February, 1973, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation, hereinafter referred to as the "Railroad," and

FORT HOWARD PAPER COMPANY

,hereinafter called the "Licensee," (if more than one licensee, said term and all language herein referring thereto shall be interpreted in the plural and refers jointly and severally to such licensees).

W I T N E S S E T H

That WHEREAS, the lisensee desires the right to install, maintain and operate a certain pipe upon, along and under the Railroad's premises at or near Green Bay, Brown County, Wisconsin to be used for the purpose hereinafter set forth.

NOW, THEREFORE, the parties mutually agree as follows:

1. The Railroad, for and in consideration of the payments and covenants hereinafter mentioned to be made, kept and performed by the Licensee, does hereby license and permit said Licensee to construct, install, and thereafter during the term hereof to Maintain and operate under, along and across the Railroad's property in the manner and subject to the terms and conditions herein provided, a certain pipe to be used only for the purpose of a storm sewer, in the location or locations shown by the yellow line between points lettered C - D upon the map attached hereto, marked "Exhibit X", dated January 29, 1973 and made a part hereof. The boundaries of the railroad right of way are located as shown by the heavy dash and two dot lines.

2. The said pipe shall be of reinforced concrete and corrugated metal and have a diameter of not to exceed 15 & 24 inches. At all points where said pipe passes beneath the roadbed or tracks the same shall be installed and maintained at such depth that the top of said pipe, or any casing which may contain it, shall be not less than 7 feet, measured vertically, below the base of the rails of any such track.

The storm sewer shall consist of a 15" reinforced concrete pipe, placed inside a 24" No. 12 gauge corrugated metal casing pipe, 7' below base of rail extending under the track and right-of-way of the Railroad as shown on said Exhibit "X".

The specifications for materials and construction prodecure shall be as shown on said Exhibit "X".

3. The word "pipe" wherever used herein, not otherwise herein modified, shall be construed to mean all of the pipes described and the casings and other coverings and all appurtenences thereof.

4. This agreement shall be effective from and after the date hereof and shall continue in full force and effect until terminated in some one of the ways hereinafter provided.

5. The Licensee shall pay to the Railroad upon execution of this agreement the sum of Fifty Dollars ($50.00) to cover the cost of preparation thereof. The Licensee shall pay all assessments or taxes which may be assessed or levied against or account of said pipe, or the use thereof and shall indemnify and save harmless the Railroad and the Railroad's property from and against any and all liens or claims on account of any such assessments or taxes.

6. The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, renewal and removal of said pipe, including all costs and expense incurred by the Railroad in connection therewith for all work performed and materials used, and for supervision and inspection. All work of installation, alteration, maintenance and removal of said pipe within the limits of the right of way of the Railroad shall be done by the Licensee under the supervision, andto the satisfaction of, the superintendent of the Railroad and no work shall be done upon the premises of the Railroad without first notifying said superintendent of Licensee's desire to do so, provided that the Railroad may perform any work by it deemed necessary to support any of its tracks while such work is being done and any work necessary to be done upon its right of way by reason of the installation, alteration, miantenance or removal of siad pipe, and the Licensee agrees to repay to the Railroad promptly upon the rendition of bills therfor the cost of all such work so done by it. "Cost" as used in this agreement shall mean all assignable costs, plus 10% on all labor items to cover elements of expense not capable of exact ascertainment, and shall include charges for transportation of men and material at tariff rates and store expense on material.

7. The said pipe, and all parts thereof, whether within or without the limits of the premises of the Railroad, shall be constructed and at all times maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous, and uninterrrupted use of the tracks, facilities, property and premises of the Railroad, both as regards operation, maintenance, repairs and renewals, or new construction by the Railroad. Nothing shall be done, or suffered to be done, by the Licensee at any time that will in any manner interfere with or impair the usefulness if any tracks, improvements, or other facilities, now or hereafter maintained upon said railroad premises, or in any way interfere with, obstruct or endanger, railroad operation thereon; and if at any tome the Railroad shall be of the opinion that the presence, condition or use of said pipe in any way interferes with the operation of the railroad, ar any use which the Railroad desires to make of its property, it may forthwith require the Licensee to alter or repair said pipe, or may alter or repair the same at the cost of the Licensee.

8. Where boring and jacking operations are required on the right of way of the Railroad, the headings from which the boring and jacking operations are performed shall be located not less than 1.25 times the depth in feet from the base of the rail to the bottom of the trench, plus 6.5 feet from the center line of an operated track, measured at right angles to the center line of the track.

9. The Railroad shall have the right at any and all times to raise or lower its grade, to make changesin its existing track or tracks, roadbeds, structures and facilities or in the present standards thereof and to construct, maintain and operate such additional roadbeds, tracks, structures and facilities on said right of way and over and across said pipe as from time to time it may elect and may do whatever is necessary to enable it to use said railroad premises for all lawful purposes; and the Licensee agrees, at Licensee's sole cost, and within ten days after written notice from the Railroad to do so, to make such changes in, additions to or changes in the location thereof, as may in the judgement of the railroad be necessary to conform to the changes, alterations or new construction by the Railroad. If the Licensee shall fail so to do the Railroad may, if it so elects, in additoin to any other remedy which it may have, removesaid pipe or make such changes in, additions to or changes in the location thereof ad are necessary for said purposes and the Licensee agrees to pay promptly upon rendition of bill the cost thereof. Provided, that the Railroad may in any event at its election do any of the work required tobe done upon its right of way without notice and for all such wirk the Licensee likewise agrees to pay promptly upon rendition of bill the cost thereof. All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair, renewal or removal of said pipe in teh location above described shall apply to the same as relocated, changed or modified within contemplation of this section.

10. the License hereby granted is subject to the superior title of the Railroad to its said property and to all other ytstanding and superior rights, if any, and the Licensee shall not by reason of the license hereby granted acquire or assert any title or claim of title to any of said property adverse ti the tilte of the Railroad or its successors, and upon any abandonment of the use hereby authorized or upon any termination of the license hereby grantedm such title shall remain in the Railroad, its successors and assigns, free and clear of all rights or claims of the Licensee.

11. As a material consideration to the Railroad for entering into this agreement, and without which the Railroad would not enter into same, the Licensee agrees to, and hereby does release, indemnify and save harmless the Railroad, its officers, agents and employes, from and against any and all liability, loss, cost, damage, expense, actions and claims for personal injuries, including death, regardless of cause, suffered by any person whomsoever while upon the Railroad's premises in connection with the construction, operation, ma intenance, repair, renewal or removal of said pipe, or for personal injuries, including death, suffered by any person whomsoever or for arising out of damage to or destruction of property of any party whomsoever, including the parties hereto, in any manner arising out of or cauded or contributed to by the existence, presence, construction, miantemance, condition, operation, repair, renewal, use or removal of said pipe.

13. The terms and conditions of this agreement shall be binding upon and the benefits thereof shall accrue to the heirs, executors, administrators, successors and assigns of the respective parties hereto, but the Licensee shall not assign the same or any rights thereunder without the written consent if the Railroad to use its said right of way facilities or premises, such other user or users shall have the benfit of the provisions of indemnity and release from liability inuring to the Railroad hereunder, with the same effect as if such other user or users were parties hereto.

14. The grant and licnes herein contained shall continue to be in effect so long as the daid pipe shall remain in place and in use by the Licensee. Shoukd the Licensee at any time cease to use the said pipe, the Railroad may immediately upon cessation consider this license cancelled and the said Licensee shall remove said pipe from the premises of the Railroad under the direction and supervision of the Chief Engineer of the Railroad, and that in case of failure on the part of daid Licensee to remove same, it shall be understood that the pipe is abandoned and said Railroad may remove the same from its premises at the expense of said Licensee, or may disconnect said pipe at the points where it enters and leaves the said premises.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

Attest:.../s/..?..... By../s/..?.....
Secretary President

FORT.HOWARD.PAPER.COMPANY.....
Licensee

Attest:/s/Rosemary Knedle..... By../s/ P. J. Schierl.....
Witness Secretary

Address: P. O. Box 130
Green bay, Wisconsin 54305

This agreementdrafted by Mr. F. M. Jones, Staff Engineer, Chicago Milwaukee, St. Paul and Pacific Railroad Company.

STATE OF WISCONSIN } ss.
Department of State }
Received this 25th day of
June A. D. 1973 at 2
o'clock P. M. and recorded in Vol.
50 of RR'N
on page 120-123
Secretary of State

PIPE LINE AGREEMENT

THIS AGREEMENT, made and entered into this the 9th day of March, 1973, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation, hereinafter referred to as the "Railroad," and

FORT HOWARD PAPER COMPANY

, hereinafter called the "Licensee," (if more than one licensee, said term and all language referring thereto shall be interpreted in the plural and refers jointly and severally to such licensees).

W I T N E S S E T H

That WHEREAS, the licensee desires the right to install, maintain and operate a certain pipe upon, along and under the Railroad's premises at or near Green Bay, Brown County Wisconsin to be used for the purpose hereinafter set forth.

NOW, THEREFORE, the parties mutually agree as follows:

1. The Railroad for and in consideration of the payments and covenants hereinafter mentioned to be made, kept and performed by the Licensee, does hereby license and permit said Licensee to construct, install, and thereafter during the term hereof to maintain and operate under, along and across the Railroad's property in the manner and subject to the terms and conditions herein provided, a certain pipe to be used only for the purpose of a water line, in the location or locations shown by the yellow line between points lettered A - B upon the map attached hereto, marked "Exhibit X", dated January 29, 1973, Rev. February 16, 1973, and made a part hereof. The boundaries of the railroad right of way are located as shown by the heavy dash and two dot lines.

2. The said pipe shall be of ductile iron and corrugated metal and have a diameter of not to exceed 10 & 18 inches. At all points where said pipe passes beneath the roadbed or tracks the same shall be installed and maintained at such depth that the top of said pipe, or any casing which may contain it, shall be not less than 6 feet, measured vertically, below the base of thr rails of any such track.

The water line shall consist of a 10" ductile iron pipe placed inside an 18" No. 14 gauge corrugated metal pipe, 6' below of rails extending under the track and right-of-way of the Railroad sa shown on said "Exhibit X".

The specifications for materials and construction procedure shall be as shown on said "Exhibit X".

3. The word 'pipe" wherever used herein, not otherwise herein modified, shall be construed to mean all of the pipes above described and the casings and other coverings and all appurtenances thereof.

4. This agreement shall be effective from and after the date hereof and shall continue in full force and effect until terminated in some one ofthe ways hereinafter provided.

5. The Licensee shall pay to the Railroad upon execution of this agreement the sum of Fifty Dollars ($50.00) to cover the cost of preparation thereof. The Licensee shall pay all assessments or taxes which may be assessed or lebied against or on account of said pipe, or the use thereof and shall indemnify and save harmless the Railroad and the Railroad's property from and against any and all liens or claims on account of any such assessments or taxes. The Licensee shall pay to the Railroad upon execution of this agreement, the sum of Four Hundred Seventeen Dollars ($417.00) for the privilege and license hereby granted, payment to be made to the Treasurer of the Railroad at Chicago, Illinois.

6. The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, renewal and removal of said pipe, including all cost and expense incurred by the Railroad in connection therewith for all work performed and materials used, and for supervision and inspection. all work of installation, alteration, maintenance and removal of said pupe within the limits of the right of way of the Railroad shall be done by the Licensee under the supervision, and to the satisfaction of, the superintendent of the railroad, and no work shall be done on the premises of the Railroad by the Licensee without first notifying said superintendent of Licensee's desire to do so, provided that the Railroad may perform any work by it deemed necessary to support any of its tracks while such work is b eing done and any work necessary to restore the track and raodbed to their former condition, or any other work by it deemed necessary to be done upon its right of way by reason of the installation, alteration, maintenance or removal of said pipe, and the Licensee agrees to repay to the Railroad promptly upon the rendition of bills theredor the cost of all such work so done by it. "Cost" as used in this agreement shall mean all assignable costs, plus 10% on all labor items to cover elements of expense not capable of exact ascertainment, and shall include charges for transportation of men and material at tariff rates and store expense on material.

7. The said pipe, and all parts thereof, whether wothin or without the limits ofthe premises of the railroad, shall be constructed and at all times maintained, repaired, renwed and operated in such manner as to cause no interference whatsoever with the constant, continuous, and uninterrupted use of the tracks, facilities, property and premises if the Railroad, both as regards operation, maintenance, repairs and renewals, or new construction by the Railroad. Nothing shall be done, or suffered to be done, by the Licensee at any time that will in any manner interfere with or impair the usefulness of any tracks, improvements, or other facilities, now or hereafter maintained upon siad railroad premises, or in any way interfere with or obstruct or endanger, railroad operation thereon; and if at any time the Railroad shall be of the opinion that the presence, condition or use of said pipe in any way interferes with the operation of the railroad, or any use which the Railroad desires to make if its property, it may forthwith require the licensee to alter or repair said pipe, or may alter or repair the same at the cost of the Licensee.

8. Where boring and jacking operations are required on the right of way of the Railroad, the headings from which the boring and jacking operations are performed shall be located not less than 1.25 times the depth in feet from the base of the rail to the bottom of the trench, plus 6.5 feet, from the center line of an operated track, measureed at right angles tothe center line of the track.

9. The Railroad shall have the right at any and all times to raise or lower its grade, to make such changes in its existing track or tracks, roadbeds, structures and facilities or in the present standards thereof and to construct, miantain and operate such additional roadbeds, tracks, structures and facilities on said right of way and over and across said pipe as from time to time it may electq and may do whatever os necessary to enable it to use said railroad premises for all lawful purposes; and the Licensee agrees, at Licensee's sole cost, and within ten days after written notice from the Railroad to do so, make such changesin, additions to or changes in the location thereof, as may in the judgement of the Railroad be necessary to conform to the changes, alterations or new construction by the Railroad. If the Licensee shall fail to do so the Railtoad may if it so elects, in addition to any other remedy which it may have, removed said pipe or make such changes in, additions to or changes in the location thereof as are necessary for said purposes and the Licensee agrees to pay promptly upon rendition of bill the cost thereof. Provided, that the Railroad may in any event at its election do any of the work required to be done upon its right of way without notice and for all such work the Licensee likewise agrees to pay promptly upon redition of bill the cost thereof. All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair, renewal or removal of said pipe in the location above described shall apply to the same as relocated, changed or modified within the contemplation of this section.

10. The license hereby granted is subject to the superior title of the Railroad to its said property and to all other outstanding and superior rights, if any, and the Licensee shall not by reason of the license herby grated acquire or assert any title or claim of title to any of said property adverse to the title of the Railroad or its successors, and upon any abandonment of the use hereby authorized or upon any termination of the license hereby granted, such title shall remain in the Railroad, its successors and assigns, free and clear of all rights or claims of the Licensee.

11. As a material consideration to the Railroad for entering into this agreement, and without which the Railroad would not enter into the same, the Licensee agrees to, and hereby does, releasem indemnify and save harmless the Railroad, its officers, agents and employes, from anf against any and all liability, loss, cost, damage, expense, actions and claims for personal injuries, including d eath, suffered by any person whomsoever or for or arising out of damage to or destruction of property of any party whomsoever, including the parties hereto, in any manner arising out of or caused or contributed to by the existence, presence, construction, maintenance, condition, operation, repair, renewal, use or removal of siad pipe.

13. The terms and conditions of this agreement shallbe binding upon and the benefits thereof shall accrue to the heirs, executors, administrators, successors and assigns of the respective parties hereto, but the Licensee shall not assign the same or any rights thereunder without the written consent of the Railroad having been first obtained. In the event the Railroad shall permit any other railroad company or companies to use its said right of way facilities or premises, such other us er or users shall have the benefit of the provisions of indemnity and release from liability inuring to the Railroad hereunder, with the same effect as if such other user or users were parties hereto.

14. The grant and license herein contained shall continue to be in effect so long as the said pipe shall remain in place and in use by the Licensee. Should the Licensee at any time cease to use the said pipe, the Railroad may immediately upon cessation consider this license cancelled and the said Licensee shall remove said pipe from the premises of the Railroad under the direction and supervision of the Chief Engineer of the Railroad, and that in case of failure in the part of said Licemsee to remove same, it shall be understood that the pipe is abandoned and siad railroad may remove the same from its premises at the expense of said licensee, or may disconnect said pipe at the points where it enters and leaves the said premises.

IN WITNESS WHEREOF, the parties hereto have executed this sgreement the day and year firat above eritten.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

Attest: /s/ R. K. Johnson
Asst. Secretary

By /s/ ??
President

FORT HOWARD PAPER COMPANY
Licensee

Attest: /s/ P. J. Schirel
Secretary

By /s/ W. G. Renard
Vice-President - Purchasing

Address: P. O. Box 130
Green Bay, Wisconsin 54305

This Agreement dragted by Mr. F. M. Jones, Staff [illegible]waukee, St. Paul and Pacific Railroad Comapny.

STATE OF WISCONSIN
Department of State } ss.
Received this 25th day of June A. D. 19 73 at 2 o'clock P. M. and recorded in Vol. 50 of [illegible] on page 124/125
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST.PAUL AND PACIFIC RAILROAD COMPANY, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto FORT HOWARD PAPER COMPANY, Grantee, an non-exclusive perpetual easement, in, on, over and across that portion of Grantor's right-of-way in the City of Green Bay, Wisconsin as shown colored in red on attached print dated April 17, 1973, (hereinafter referred to as the "Easement Area"). to be used by Grantee while constructing, miantaining, repairing and improving a building to be constructed northerly and easterly of the easement area.

As consideration for the granting of this easement, Grantee, by the acceptance of this easement, covenants and agrees:

1. That Grantor, its successors and assigns, shall have the right not only to continue the use and operation of all existing railroad facilities now located on the easement area, but also the right to construct, operate and maintain such additional facilities as it may desire, provided said facilities do not interfere with Grantee's use and enjoyment of the easement rights herein or otherwise granted.

2. That this easement is subject to Grantor's superior rights and to any and all other outstanding rights, if any, including those held by Grantee under other agreements with Grantor, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to the easement area adverse to Grantor's title. Upon Grantee's abandonment of the use of the easement area for the purposes herein granted, this easement shall automatically terminate, whereupon title thereto shall remain in Grantor free and clear of any and all rights and claims of Grantee hereunder.

3. That Grantee assumes and agrees to protect, indemmify and save harmless the Grantor, its officers, agents, employees, invitees and other licensees, from and against any and all claims, demands, suits, liability and expense (including costs and attorney fees) by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever arising out of and directly related to the sole negligence of the Grantee including damages resulting (1) out of the construction, installation, maintenance, renewal, existence, use or removal of said building, (2) out of any defect in said building or any failure thereof, or (3) out of any act or omission of the Grantee, its officials, agents or employees while on or about the right of way or property of the Grantor or while working on or about said building. It is further understood and agreed by and between Grantee and Grantor that the Grantor assumes and agrees to protect, indemmify and save harmless the Grantee, its officers, agents, employees, invitees and other licensees, from and against any and all claims, demands, suits, liability and expense (including costs and attorney fees) by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever arising out of and directly related to the sole negligence of the Grantor. It is further agreed by and between Grantee and Grantor that any claims, demands, suits, liability and expense to any property, or injury to or death of any person caused by the joint negligence of the Grantee and Grantor shall be assumed by the parties in accordance with the proportional shares of negligence apportioned by an appropriate court of law, provided that the parties cannot agree on a suitable division of damages, each party paying and being responsible for their respective costs and attorney fees.

4. After use of the area for the purposes herein authorized Grantee shall restore the easement area to substantially the same condition as it was prior to the easement grant.

These covenats shall be deemed as running with the land and shall bind Grantee, as well as its successors and assigns.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has coused these presents to be signed by its _____ President and countersigned by its _____ Secretary and its corporate seal to be hereunto affixed this May 21, 1973.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ E. C. Adams
Witness

By: /s/ W. L. Smith
President

COUNTERSIGNED:

/s/ D. L. Stengl
Witness

By: J. T. Taussig
Secretary

FORT HOWARD PAPER COMPANY

/s/ ? ?
Witness

By: /s/ W. J. Rennard
Vice-President - Purchasing

COUNTERSIGNED:

/s/ J. M. Pagel
Witness

By: /s/ P. J. Schirel
Secretary

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

STATE OF WISCONSIN } ss.
Department of State
Received this 25th day of June A. D. 19 73 at 2 o'clock P. M. and recorded in Vol. 8 of R.R. M. on page 136-137.
Secretary of State

A G R E E M E N T

AGREEMENT made this 27th day of March, 1973, between GREEN BAY AND WESTERN RAILROAD COMAPNY, herinafter referred to as Grantor, and FORT HOWARD PAPER COMPANY, hereinafter referred to as Grantee;

W I T N E S S E T H :

WHEREAS, Grantor is the owner of a certain tract of land more accurately described on Exhibit "A". together with amap, being Exhibit "B", attached hereto and made a part hereof, which tract of land will for brevity be hereinafter termed "the premises"; and

WHEREAS, Grantee owns a certain manufacturing plant, and has applied to the Grantor to grant to it certain rights for a perpetual easement for the construction of utilities consisting of electric service, natural gas service and telephone service;

NOW THIS INDENTURE WITNESSETH, as follows:

1. In consideration of One Dollar ($1.00) this day in hand paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, and of the covenants on the part of Grantee hereinafter contained, Grantor hereby grants to Grantee the following rights and liberties:

(a) The right in perpetuity to lay, maintain and use through and under the premises installations for electric service; pipes and/or appurtenances to carry natural gas service; and wire and appurtenances to carry telephone service, on and across the premises described on the attached Exhibits "A" and "B".

(b) Liberty from time to time to enter upon the premises or any part thereof, for the purpose of maintaining, repairing and/or renewing the utilities.

(c) Liberty to enter upon the premises and to remove the utilities whenever Grantee shall determine to abandon the use thereof.

(d) To hold and enjoy the said rights and liberties hereby granted unto Grantee in perpetuity.

2. Grantee covenants with Grantor as follows:

(a) Grantee will do all works and things hereby authorized to be done by it upon or affecting the premises, in a good and workmanlike manner, and so as to cause no unnecessary damage or disturbance to the premises;

(b) Grantee will be responsible for and pay Grantor for any damages occasioned to Grantor by Grantee or its agents in so using, maintaining, laying repairing, renewing, improving, or removing said installations.

(c) The Grantee assumes and agrees to protect, indemnify, and save harmless the Grantor, its officers, agents, employees, invitees, and other licensees,,from and against any and all claims, demands, suits, liability, and expense (including costs and attorney fees) by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever arising out of directly related to the sole negligence of the Grantee including damages resulting (1) out of the construction, installation, maintenance, renewal, existence, use, or removal of said facilities, (2) out of any defect in said facilities or any failure thereof, or (3) out of any act or omission of the Grantee, its officials, agents, or employees while on or about the right of way or property of the Grantor or while working on or using said facilities. It is further understood and agreed by and between Grantee and Grantor that the Grantor assumes and agrees to protect, indemnify, and save harmless the Grantee, its agents, officers, employees, invitees and other licensees, from and against any and all claims, demands, suits,

liability, and expense (including costs and attorney fees) by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever arising out of and directly related to the sole negligence of the Grantor. It is further agreed by and between Grantee and Grantor that any claims, demands, suits, liability, and expense to any property, or injury to or death of any person caused by the joint negligence of the Grantee and Grantor shall be assumed by the parties in accordance with the proportional shares of negligence apportioned by an appropriate court of law, provided that the parties cannot agree on a suitable division of damages, each party paying and being responsible for their respective cost and attorney fees.

(d) Grantee will keep the utilities covered by this easement, together with the surface upon which said easements be laid or constructed, in good condition and repair and shall be responsible for any damage to the premises of the Grantee wherever situated arising in consequent of the granting by Grantor of the hereinbefore rights and privileges.

(e) In case of renewing, improvement, restoration, repairing or removal of the utilities, the Grantee shall restore the premises in substantially the same condition as they were prior to the installation of the utilities and, specifically, and without limitation, the restoration of the tracks and the artificial surface on the premises.

3. Grantor covenants with Grantee that Grantee performing and observing the covenants and conditions on its part to be performed and observed may peaceably hold and enjoy the rights and liberties hereby granted without any interruption on the part of Grantor.

4. The mention in this agreement of either of the parties hereto by name or otherwise, shall be deemed to include its successors and assigns, unless otherwise inconsistent with the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In presence of:

/s/ D. W. Holubar

/s/ D/ I. Schroeder

/s/ Dahlroes E. Berger

/s/ Eileen M/ Bussiere

GREEN BAY AND WESTERN RAILROAD COMPANY

By /s/ H. Weldon McGee - President

Countersigned:

/s/ Lawrence B. Ward - Asst. Secretary

FORT HOWARD PAPER COMPANY

By /s/ W. G. Renard - Vice President - purchasing

Countersigned:

/s/ P. J. Schierl - Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF BROWN)

Personally came before me, this 22nd day of March, 1973, the above named H. Weldon McGee as President and Lawrence B. Ward as Asst. Secretary of the above named GREEN BAY AND WESTERN RAILROAD COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Asst. Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

/s/ Robert L. Goethe

Notary Public, State of Wisconsin

My Commission Robert L. Goethe
Notary Public, State of Wisconsin
My Commission Expires March 10, 1974

STATE OF WISCONSIN)
)SS.
COUNTY OF BROWN)

Personally came before me, this 27th day of March, 1973, the above named W. G. Renard as Vice-President - Purchasing, and the above named P. J. Schierl as Secretary of the avove named FORT HOWARD COMPANY, to me known to be the persond who executed the foregoing instrument, and to me known to be such Vice-Presidnet - Purchasing and Secretary of said Corporation, and acknowledged

that they executed the foregoing instrument as such officers as the deed of said Corporation, by its autority.

/s/ Dahlroes E. Berger

Notary Public, State of Wisconsin

My Commission expires August 24, 1975

Drafted by F. N. Trowbridge, Sr.

EASEMENT DESCRIPTION TO
FORT HOWARD PAPER COMPANY

A strip of land located in Private Claim #4, West side of Fox River, City of Green Bay, Wisconsin Described as follows:

Commecing at the Northwesterly corner of Lot #1, Volume 4 of Certified Survey Maps, Page 117, Brown County records; thence N64°-06'-06"W 14.00 feet; thence S26°-23'-54"W parallel with the westerly line of siad survey map 294.97 feet to the point of beginning; thence continuing on the same bearing 10.03 feet; thence N67°-49'-18"W 98.73 feet; thence N59°-54'-04"W approximately parallel to the concrete foundation of Green Bay & Western Railroad Company. Warehouse No. 12 143.12 feet to the easterly line of Braodway as constructed; thence N30°-37'-19"E along said line 10.00 feet; thence 59S°-54'-04"E 142/32 feet; thence S67°-49'-;8"E 98.78 feet to the point of beginning.

Also, a ten foot strip of land adjacent to the northerly line and parallel to the above described parcel for the construction and maintenance of electric, gas and telephone lines.

Given under my hand this 13th day of March, 1973.

/s/ C. W. Rollman, Ls.

STATE OF WISCONSIN } ss.
Department of State
Received this 25th day of June A. D. 19 73 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 428-430
Secretary of State

A G R E E M E N T

AGREEMENT made this 27th day of March, 1973, between GREEN BAY AND WESTERN RAILROAD COMPANY, hereinafter referred to as Grantor, and FORT HOWARD PAPER COMPANY, herinafter referred to as Grantee;

W I T N E S S E T H :

WHEREAS, Grantor id the owner of a certain tract of land more accurately described on Exhibit "A". together with a map, being Exhibit "B", attached hereto and made a part hereof, which tract of land will for brevity be hereinafter termed the "premises"; and

WHERAS, Grantee owns a certain manufacturing plant, and has applied to the Grantor to grant to it certain rights for a perpetual easement for the construction of a building along the West boundary of its property;

NOW THIS INDENTURE WITNESSETH, as follows:

1. In consideration of One Dollar ($1.00) this day in hand paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, and of the covenants on the part of Grantee hereinafter contained, Grantor hereby grants to Grantee the following rights and liberties:

(a) The right in perpetuity to construct, maintain, repair and improve a building on the premises described on Exhibits "A" and "B".

(b) Liberty from time to time to enter upon the premises of any part thereof, for the purpose of constructing, maintaining, repairing and improving said building.

(c) Liberty to enter upon the premises and to remove the building whenever Frantee shall determine to abandon the use thereof.

(d) To hold and enjoy the said rights and liberties hereby granted unto Grantee in perpetuity.

2. Grantee covenants with Grantor as follows:

(a) Grantee will do all works and things hereby authorized to be done by it upon or affecting the premises, in agood and workmanlike manner, and sp as to cause no unecessary damage of disturbance to the preminses;

(b) Grantee willlbe responsible forand pay Grantor for any damages occassioned to Grantor by Grantee or its agents in do constructing, maintaining, repairing and improving said building.

Reasonable notice shall be given by the Grantee to the Grantor as to any use of the premises covered by thos agreement which will in any waya interfere with the grantor's use of its tracks adjacent to these premises, so that the Grantor may cease operating over the tracks adjacent to the premises, provided however, that interference with the Grantor's use of its tracks shall be at reasonable times and within reasonable limitations.

(c) The Grantee assumes and agrees to protect, indemnify, and save harmless the Grantor, its officers, agents, employees, invitees, and other licensees, from and against any nad all claims, demands, suits, liability, and expense (including costs and attorney fees) by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever arising out of and directly related to the sole negligence of the Grantee including damages resulting (1) out of the construction, installation, maintenece, renewal, existence, use or removal of said facilities, (2) out of any defect in said facilities or any failure thereof, or (3) out if any act or ommission of the Grantee, its officials, agents, or employees while on or about the right of way or property of the Grantor or while working on or using said facilities. It is further understood and agreed by and between Grantee and Grantor that the Grantor assumes and agrees to protect, indemnify, and save harmless the Grantee, its officers, agents, employees, invitees and other licensees, fromand against any and all claims,

demands, suits. liability, and expense (including costs and attorney fees) by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever arising out of and directly related to the sole negligence of the Grantor. It is further agreed by and between Grantee and Grantor that any claims, demands, suits, liability, and expense to any property, or injury to or death of any person caused by the joint negligence of the Grantee and Grantor shall be assumed by the parties in accordance with the proportional shares of negligence apportioned by an appropriate court of law, provided that the parties cannot agree on a suitable division of damages, each party paying and being responsible for their respective costs and attorney fees.

(d) Grantee will keep the building in good condition and repair, and shall be rsponsible for any damage to the premises of the Grantee whereever situtated arising in consequence of the granting by Grantor of the hereinbefore rights and privileges.

(e) In case of improving, maintaining and repairing and/or removal of the building. The Grantee shall restore the premises in substantially the same condition as they were prior to the construction pf the building, and specifically, and without any limitation, the restoration of the tracks and the artificial surgace on the premises.

3. Grantor covenants with Grantee that Grantee performing and abserving the covenats and conditions on its part to be performed and abseved nat peacable hold and enjoy the rights and liberties hereby granted without any interruption on the part of Gtantor.

4. The mention in thos agreement of either of the parties hereto by name of otherwise, shall be deemed to include its successors and assigns, unless otherwise inconsistent with the terms and prvisions hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In presence of:

/s/ D. W. Holubar

/s/ D. I. Schroeder

GREEN BAY AND WESTERN RAILROAD COMPANY

By /s/ H. Weldon McGee - President

Countersigned:

/s/ Lawrence B. Ward - Asst. Secretary

FORT HOWARD PAPER COMPANY

/s/ Dahlroes E. Berger

/s/ Eileen M. Bussiere

By /s/ W. G. Renard - Vice President - Purchasing

/s/ P. J. Schierl - Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF BROWN)

Personally cmae before me, this 22nd day of March, 1973, the above named H. Weldon McGee as President, and Lawrence B. Ward as Asst. Secretary of the above named GREEN BAY AND WESTERN RAILROAD COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Asst. Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by tis authority.

/s/ Robert F. Goethe

Notary Public State of Wisconsin

My Commission Robert L. Goethe

Notary Public State of Wisconsin
My Commission expires March 10, 1974

STATE OF WISCONSIN)
)SS.
COUNTY OF BROWN)

Personally came before me, this 27th day of March, 1973, hte above named W. G. Renard as Vice-President - Purchasing, and P. J. Schierl as Secretary of the above named FORT HOWARD PAPER COMPANY, to me known to be the persons who executrd the foregoing instrument, and to me known to be such Vice-President - Purchasing and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authoruty.

/s/ Dahlroes E. Berger

Notary Public, State of Wisconsin

My Commission expires August 24, 1975

Drafted by F. N. Trowbridge, Sr.

A strip of land located in Private Claims #3, #4 #5 West side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Southwesterly corner of Lot 2 of Certified Survey Map recorded in Volume 4 page 117 of certified Survey Maps in Brown County Records; thens N61°-58'-42"W a distance of 14.01 feet; thence N26°-23'-54"E a distance of 29.15 feet to the place of beginng; thence N63°-54' W a distance of 10.0 feet; thence S26°-23'-54"W a distance of 896.99 feet to the place of beginning:- as shown on Exhibit "B".

EXHIBIT "A"

STATE OF WISCONSIN
Department of State } ss.
Received this 25th day of
June A. D. 19 73 at 2
o'clock P. M. and recorded in Vol.
50 of C.R.M.
on page 134
Robert C. Zimmerman
Secretary of State

AGREEMENT

Agreement made this 27th day of March, 1973, between Green Bay and Western Railroad Company hereinafter referred to as Grantor, and Fort Howard Paper Company, hereinafter referred to as Grantee;

WITNESSETH:

Whereas, Grantor is the owner of a certain tract of land more accuratley described on Exhibit "A", together with a map, being Exhibit "B", attached hereto and made a part hereof, which tract of land will for brevity be hereinafter termed "the premises"; and

Whereas, Grantee owns a certain manufacturing plant, and has applied to the Grantor to grant to it certain rights for a perpetual easement for the construction of a sanitary sewer line to connect with an existing 8" sanitary sewer line.

NOW THIS INDENTURE WITNESSETH, As follows:

1. In consideration of One Dollar ($1.00) this day in hand paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, and of the covenants on the part of Grantee hereinafter contained, Granotr hereby grants to Grantee the following rights and liberties:

(a) The right in perpetuity to lay, maintain and use through and under the premises underground installations for a sanitary sewer line and the necessary appurtenances through the center of the premises described on the Exhibit "A" and "B".

(b) Liberty from time to time to enter upon the premises or any part thereof, for the purpose of Maintaining, repairing and/or renewing the sanitary sewer line.

(c) Liberty to enter upon the premises and to remove the sanitary sewer line whenever Grantee shall determine to abandon the use thereof.

(d) To hold and enjoy the said rights and liberties hereby granted unto Grantee in perpetuity.

2. Grantee covenants with Grantor as follows:

(a) Grantee will do all works and things hereby authorized to be done by it upon or affecting the premises, in a good and workmanlike manner, and so as to cause no unnecessary damage or disturbance to the premises;

(b) Grantee will be responsible for and pay Grantor for any damages occasioned to Grantor by Grantee or its agents in so using, maintaining, laying, repairing, renewing, improving, or removing said underground sanitary sewer line.

(c) The Grantee assumes and agrees to protect, indemnify, and save harmless the Grantor, its officers, agents, employees, invitees, and other licensees, from and against any and all claims, demands, suits, laibility, and expense (including costs and attorney fees) by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever arising out of and directly related to the sole negligence of the Grantee including damages resulting (1) out of the Construction, installation, maintenance, renewal, existence, use, or removal of said facilities, (2) out of any defect in said facilities or any failure thereof, or (3) out of any act or omission of the Grantee, its officials, agents, or employees while on or about the right of way or property of the Grantor or while working on or using said facilities. It is further understood and agreed by and between Grantee and Grantor that the Grantor assumes and agrees to protect, indemnify, and save harmless the Grantee, its officers, agents, employees, invitees and other licensees, from and against any and all claims, demands, suits, liability, and expense (including costs and attorney fees) by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever arising out of and directly related to the sole negligence of the Grantor. It is further agreed by and between Grantee and Grantor that any claims, demands, suits, liability, and expense to any property, or injury to or

death of any person caused by the joint negligence of the Grantee and Grantor shall be assumed by the parties in accordance with the propertional shares of negligence apportioned by an appropriate court of law, provided that the parties cannot agree on a suitable division of damages, each party paying and being responsible for their respective costs and attorney fees.

(d) Grantee will deep the sanitary sewer line covered by this easement, together with the surface upon which said easement be laid or constructed, in good condition and repair and shall be responsible for any damage to the premises of the Grantee wherever situated arising in consequence of the granting by Grantor of the hereinbefore rights and privileges.

(e) In case of renewing, improvement, restoration, repairing or removal of the sanitary sewer line, the Grantee shall restore the premises in substantially the same condition as they were in prior to the installation of the sanitary sewer line and, specifically, and without limitation, the restoration of the tracks and the artificial surface on the premises.

3. Grantor covenants with Grantee that Grantee performing and observing the covenants and conditions on its part to be performed and observed may peaceably hold and enjoy the rights and liberties hereby granted without any interruption on the part of Grantor.

4. The mention in this agreement of either of the parties hereto by name or otherwise, shall be deemed to include its successors and assigns, unless otherwise inconsistent with the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In presence of:

GREEN BAY AND WESTERN RAILROAD COMPANY

/s/ D. W. Holubar

/s/ D. I. Schroeder

/s/ Dahlroes E. Berger

/s/ Eileen M. Bussiere

/s/ By H. Weldon McGee - President

countersigned /s/ Lawrence B. Ward - Asst. Secretary

FORT HOWARD PAPER COMPANY

/s/ By W. G. Renard - Vice President - Purchasing

countersigned /s/ P. J. Schierl - Secretary

State of Wisconsin)
)SS.
County of Brown)

Personally came before me, this 22nd day of March, 1973, the above named H. Weldon McGee as President and Lawrence B. Ward as Asst. Secretary of the above named GREEN BAY AND WESTERN RAILROAD COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Asst. Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Robert L. Goethe
Notary Public, State of Wisconsin
My commission Expires March 10, 1974

State of Wisconsin)
)SS.
County of Brown)

Personally came before me, this 27th day of March , 1973, the above named W. G. Renard as Vice President - Purchasing and P. J. Schierl as Secretary of the above named FORT HOWARD PAPER COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President - Purchasing and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of siad Corporation, by its authority.

/s/ Dahlroes E. Berger
Notary Public, State of Wisconsin
My Commission expires Aug. 24, 1975

Drafted by F. N Trowbridge, Sr.

Exhibit "A"

A strip of land located in Private Claim #4 West Side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Southwesterly corner of Lot 2 of Certified Survey Map recorded in Volume 4 Page 117 of Certified Survey Maps in Brown County Records; thence N26°-23'-54" E a distance of 465 feet; thence N 63°-36'-06" W a distance of 14.0 feet to the place of beginning; thence S 26°-23'-54" W a distance of 10.0 feet; thence N 63°-54' W a distance of 106.0 feet; thence S 32°-36' W a Distance of 195.0 feet; thence N 57o-24' W a distance of 10.0 feet; thence N 32°-36' E a distance of 205.0 feet; thence S 63°-54' E to the place of beginning:- as shown in red color on Exhibit "B".

Also, a ten foot strip of land north and east of and parallel to the parcel of land described above for construction and maintenance of the sanitary sewer line, except for the triangular portion occupied by Grantor's existing Warehouse #4.

STATE OF WISCONSIN) ss.
Department of State)
Received this 25th day of
June A. D. 19 73 at 2
o'clock P. M. and recorded in Vol.
50 of R.R. mi.
on page 134-136
Secretary of State

death of any person caused by the joint negligence of the Grantee and Grantor shall be assumed by the parties in accordance with the propertional shares of negligence apportioned by an appropriate court of law, provided that the parties cannot agree on a suitable division of damages, each party paying and being responsible for their respective costs and attorney fees.

(d) Grantee will deep the sanitary sewer line covered by this easement, together with the surface upon which said easement be laid or constructed, in good condition and repair and shall be responsible for any damage to the premises of the Grantee wherever situated arising in consequence of the granting by Grantor of the hereinbefore rights and privileges.

(e) In case of renewing, improvement, restoration, repairing or removal of the sanitary sewer line, the Grantee shall restore the premises in substantially the same condition as they were in prior to the installation of the sanitary sewer line and, specifically, and without limitation, the restoration of the tracks and the artificial surface on the premises.

3. Grantor covenants with Grantee that Grantee performing and observing the covenants and conditions on its part to be performed and observed may peaceably hold and enjoy the rights and liberties hereby granted without any interruption on the part of Grantor.

4. The mention in this agreement of either of the parties hereto by name or otherwise, shall be deemed to include its successors and assigns, unless otherwise inconsistent with the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In presence of: GREEN BAY AND WESTERN RAILROAD COMPANY

/s/ D. W. Holubar /s/ By H. Weldon McGee - President

/s/ D. I. Schroeder countersigned /s/ Lawrence B. Ward - Asst. Secretary

/s/ Dahlroes E. Berger FORT HOWARD PAPER COMPANY

/s/ Eileen M. Bussiere /s/ By W. G. Renard - Vice President - Purchasing

countersigned /s/ P. J. Schierl - Secretary

State of Wisconsin)
)SS.
County of Brown)

Personally came before me, this 22nd day of March, 1973, the above named H. Weldon McGee as President and Lawrence B. Ward as Asst. Secretary of the above named GREEN BAY AND WESTERN RAILROAD COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Assist. Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Robert L. Goethe
Notary Public, State of Wisconsin
My commission Expires March 10, 1974

State of Wisconsin)
)SS.
County of Brown)

Personally came before me, this 27th day of March , 1973, the above named W. G. Renard as Vice President - Purchasing and P. J. Schierl as Secretary of the above named FORT HOWARD PAPER COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President - Purchasing and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of siad Corporation, by its authority.

/s/ Dahlroes E. Berger
Notary Public, State of Wisconsin
My Commission expires Aug. 24, 1975

Drafted by F. N Trowbridge, Sr.

Exhibit "A"

A strip of land located in Private Claim #4 West Side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Southwesterly corner of Lot 2 of Certified Survey Map recorded in Volume 4 Page 117 of Certified Survey Maps in Brown County Records; thence N26°-23'-54" E a distance of 465 feet; thence N 63°-36'-06" W a distance of 14.0 feet to the place of beginning; thence S 26°-23'-54" W a distance of 10.0 feet; thence N 63°-54' W a distance of 106.0 feet; thence S 32°-36' W a Distance of 195.0 feet; thence N 57o-24' W a distance of 10.0 feet; thence N 32°-36' E a distance of 205.0 feet; thence S 63°-54' E to the place of beginning:- as shown in red color on Exhibit "B".

Also, a ten foot strip of land north and east of and parallel to the parcel of land described above for construction and maintenance of the sanitary sewer line, except for the triangular portion occupied by Grantor's existing Warehouse #4.

STATE OF WISCONSIN } ss.
Department of State
Received this 25th day of
June A. D. 19 73 at 2
o'clock P. M. and recorded in Vol.
50 of R.R. mi.
on page 134-136
Robert C. Zimmerman
Secretary of State

(GENERAL MORTGAGE RELEASE NO 859)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the law of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said general mortgage was, on December 5th, 1945, duly recorded in the office of Secretary of State, State of Wisconsin in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE COLLAR($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right title and interest and every claim and demand whatsoever, which said Trustee may or hereafter have, or have claim to have acquired in, under, through or by virtue of said General Mortgage, and all mortgages supplementary thereto, and to that certain property situated at Waukesha, in the County of Waukesha, State of Wisconsin. which is particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused ots name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 20th day of July, A. D. 1973.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By /s/ J. L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ R. G. Mason
Assistant Secretary

WITNESSED BY:

/s/ K. R. Runnfeldt

/s/ T. I. Hutcheson

APPENDIX 1

Real Estate situated at the City of Waukesha, County of Waukesha, State of Wisconsin, which is particularly described as follows, to-wit:

All that part of the Northeast ¼ of Section 3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Beginning at the Southeasterly corner of Madison Street and East Saint Paul Avenue; thence North 49°40' East along the southerly line of East Saint Paul Avenue 720.44 feet to the westerly line of Mary Street, vacated; thence along said line South 50°20' East 29.35 feet; thence South 49°15'46" West 715.77 feet to the easterly line of Madison Street; thence along Madison Streets east line North 56°17'15" West 35.39 feet to the place of beginning, containing 22,583.38 square feet.

ALSO

All that part of the Northeast ¼ and Northwest ¼ of Section 3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Beginning at the southwesterly corner of Madison Street and East Saint Paul Avenue; thence along the southerly line of East Saint Paul Avenue South 49°40' West 907.67 feet; thence South 43° 10' East 40.95 feet; thence North 49°15'46" East 915/44 feet to t the westerly line of Madison Street; thence along the westerly line of Madison Street North 56°17'15" West 35.86 feet to the point of beginning, containing 34,352.29 square feet.

* * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1, referred to and which forms a part of the foregoing General Mortgage Relaese No. 859.

HARRIS TRUST AND SAVINGS VANK,
As Trustee,

By /s/ J. L. Spreng Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 20th day of July, A. D. 1973, J. L. Spreng a Vice President, and R. G. Mason, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois , to me known to be the persons who executed the foregoing instrument and to me known to be such vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My Commission expires September 2, 1975

STATE OF WISCONSIN)
Department of State) ss.
Received this 7th day of
Aug. A. D. 19 73 at 2
P M. and recorded in Vol.
50 of A.R.M.
on Page 138-139
Secretary of State

(FIRST MORTGAGE RELEASE NO. 859)

DEED OF PARTIAL RELEASE

KNOW THESE PRESENTS, THAT CONTINENTAL ILLINOIS NATINAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Tristee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the lasw of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Truatee, which said Fisrt Mortgage was on December 5th, 1945, duly recorded in the Office of the Secretary of State, State of Wisconsin, in Book 39 of R. R. Mortgages, at page 15, et seq, and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable considerátion, the receipt wherof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its Successors and assigns, all of the right, title and interest and every claim and demand wahtsoever which said Trustee may noe or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain pro perty situated at Waukesha in the County of Waukesha, State of Wisconsin, which is more partticularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid mentioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested of countersigned by one of its Trust Officers this 19th day of July A. D. 1973.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By /s/ M. J. Kruger
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. C. Mull, Jr.
Trust Officer

WITNESSED BY:

/s/ J. M. Rose

/s/ Charles W. Vande Ven

APPENDIX 1

Real Estate situated at the City of Waukesha, County of Waukesha, State of Wisconsin, which is more particularly described as follows, to-wit:

All that part of the Northeast 1/4 of Section 3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin described as follows:

Beginning on the southeasterly corner of Madison Street and East Saint Paul Avenue; thence North 49°40' East along the southerly line of East Saint Paul Avenue 720.44 feet to the westerly line of Mary Street, vacated; thence along said line South 50°20' East 29.45 feet; thence South 49°15'46" West 715.77 feet to the easterly line of Madison Street; thence along Madison Street's east line North 56°17'15" West 35.39 feet to the place of beginning, containing 22,583.38 swuare feet.

ALSO

All that part of the Northeast 1/4 and Northwest 1/4 of Section 3, Township 6 North, Fange 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Beginning at the southwesterly corner of Madison Street and East Saint Paul Avenue; thence along the southerly line of East Saint Paul Avenue South 49°40' West 907.67 feet; thence South 43°10' East 40.95 feet; thence North 49°15'46" East 915.44 feet to the westerly line of Madison Street; thence along the westerly line of Madison Street North; 56°17'15" West 35.86 feet to the point of beginning, containing 34,352.29 sqaure feet.

* * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to and which forms a part of the First Mortgage Release No. 859.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee,

By /s/ M. J. Kruger
Second Vice President

OF WISCONSIN)
tment of State) ss.
d this 7th day o
Aug. A. D. 19 73 at 2
P M. and recorded in Vo
50 of R.R.M.
on Page 139-140
Secretary of State

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 19th day of July, A. D. 1973, M. J. Kruger, a Second Vice President, and J. C. Mull, Jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Second Vice President and Trust Officer of said national banking association and acknowlwdged that they executed the foregoing instrument as such officers as the deed of said natinnal banking association, by its authority.

/s/ R. S. Donovan
Notary Public in and for the State of Illinois, county of Cook

My Commission expires April 26, 1976

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Grantor, for and in condideraion of the sum of TEN DOLLARS(#10.00) and other good and valuable consideration, the receipt and sufficeiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto WAUKESHA STATE BANK, Grantee, the folowing described real estate situated and being in waukesha County, Wisconsin, to-wit:

All that part of the Northeast 1/4 of Section 3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Beginning at the southeasterly corner of Madison Street and East Saint Paul Avenue; thence North 49°40' East along the southerly line of East Saint Paul Avenue 720.44 feet to the westerly line of Mary Street, vacated; thence along said line South 50°20' East 29.35 feet; thence South 49°15'46" West 715.77 feet to the easterly line of Madison Street; thence along Madison Street's east line North 56°17'15" West 35.39 feet to the place of beginning, containing 22,583.38 square feet.

ALSO

All that part of the Northeast 1/4 and Northwest 1/4 of Section3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Beginning at the southwesterly corner of Madison Street and East Saint Paul Avenue; thence along the southerly line of East Saint Paul Avenue South 49°40' West 807.67 feet; thence South 43° 10' East 40.95 feet; thence North 49°15'46" East 915.44 feet to the westerly line of Madison Street; thence along the westerly line of Madison Street North 56°17'15" West 35.86 feet to the point of beginning, containing 34,352.29 square feet.

SUBJECT TO:

1. All existing easements of licenses, whetherror not of record.

2. Railroad Lease No. 48230 dated May 6, 1937 with Charles E. Stiven as lessee, as subsequently assugned to WALTER D. and MARILYN A. PUGH.

3.. Railroad Lease No. 56421 dated June 30, 1947 with WILLIAM FERRY, sole owner d/b/a Culligan Soft Water Service, as lessee.

4. Railroad Lease No. 56422 dated June 30, 1947 with AUSTIN J. BAIRD, as lessee, as assigned to NEVITT TRANSFER COMPANY, INC.

5. Railroad Lease No. 61548 dated April 21, 1953 with TED BORENITSCH, as lessee.

6. Railroad Lease No. 76031 dated May 21, 1969, with MERMAID, INC., as lessee.

7. Raliroad Lease No. 76519 dated December 29, 1969 with JOURNAL REALTTY CORPORATION, as lessee.

8. Railroad Lease No. 78024 dated February 23, 1972 with LAWRENCE C. CHRISTIANSEN, as lessee.

9. Railroad Lease No. 78662 dated January 10, 1973 with ERNST SCHAEFER, as lessee.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its --- Secretary asn its corporate seal to be hereunto affixed this Jily 10, 1973.

CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ E. C. Adams
Witness

By: /s/ R. F. Kratochwill
Vice President

COUNTERSIGNED:

/s/ D. L. Stengl
Witness

By: /s/ J. T. Taussig
Secretary

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

WISCONSIN

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this July 10, 1973. R. F. KRATOCHWILL, Vice President and J. T. TAUSSIG, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission expires Nov. 30, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 24 day of
Aug A. D. 1973 at 2
o'clock P M. and recorded in Vol.
50 of R.R.M.
on page 141-142
Secretary of State

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Grantor, for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED DOLLARS ($1,700.00), the receipt and sufficeincy whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto WISCONSIN DEPARTMENT OF TRANSPORTAION, DIVISION OF HIGHWAYS, District One, pursuant to Section 84.09 (2). Wisconsin Statutes, Grantee, free, however, from the liens of the First Mortgage and all supplements thereto and the General Mortgage and all supplements thereto of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in the Office of the Secretary of State, State of Wisconsin, this conveyance free from siad liens being permitted by article XI, Section 2 of each said mortgages, the following described real estate, to-wit:

The following tract of land in Rock County, State of Wisconsin, described as a parcel of land in Township 1 North, Range 14 East, Section 1, the NW 1/4, thereof, located from the following described highway reference line:

Beginning at a point on the east line of said section 36, 272.78 feet north of its southeast quarter corner; thence S 76°03'26" W, 4,251.32 feet to a point of curve; thence southwesterly on a curve to the left, radius 4,583.66 feet, 1,017.88 feet; thence S 63°20'01" W, 3,895.93 feet to a point of curve; thence southwesterly on a curve to the left radius 7,639.44 feet, 401.35 feet. Said parcel includes all that land of the owner lying between the above-described reference line and lines located northwesterly of and southeasterly of the above-described reference line and described as follows:

Northwesterly Line

On a straight line from a point 160 feet to a point 180 feet, both points northwesterly of and normal to the above-described reference line for the last 97 feet of the first 1,775.9 feet as measured along said reference line;

Southeasterly Line

On a straight line from a point 94 feet to a point 91.5 feet, both points southeasterly of and normal to the above-described reference line for the last 353 feet of the first 1,758.9 feet measurered along said reference line;

On a straight line from a point 91.5 feet to a point 90.5 feet both points southeasterly of and normal to the above-described reference line for the next 500 feet as measured along said reference line.

On a straight line from apoint 90.5 feet to a point 91 feet, both points southeasterly of and normal to the above-described reference line for the last 51⁴ feet as measured along said reference line.

Said parcel, exclusive of land already in use for highway purposes, contains 1.88 acred, more or less.

Also acquired herein are all existing, future or potential common law or stautory easements or rights of access between the right of way of the highway to be constructed, currently designated as S.T.H. 15 and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway;

That land of the owner in the NW 1/4 NE 1/4 and the NE 1/4 NE 1/4 of Section 1, Township 1 North, Range 14 East and the SE 1/4 SE 1/4 of Section 36, Township 2 North, Range 14 East.

No rights of access shall accrue between the right of way of the highway to be constructed, currently designated as S.T.H. 15 and all of the abutting remaining property of the owner in the NE 1/4 NE 1/4 and the SE 1/4 NE 1/4 of Section 2, Township 1 North, Range 14 East and in the NW 1/4 NW 1/4, the NE 1/4 NW 1/4, the NW 1/4 NE 1/4 and the NE 1/4 NE 1/4 of Section 1, Township 1 North, Range 14 East and the SE 1/4 SE 1/4 of Section 36, Township 2 North, Range 14 East.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has cused these presents to be signed by its Vice President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this June 25, 1973.

RAILROAD

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ J. M. Rekar
Witness

By: /s/ E. J. Stoll
Vice President

COUNTERSIGNED:

/s/ J. E. Kot
Witness

By: /s/ R. K. Johnson
Assistant Secretary

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLIONIS.

WISCONSIN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally come before me this June 25, 1973, E. J. Stoll, Vice President and R. K. Johnson, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.

Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission expires Nov. 30. 1975

STATE OF WISCONSIN)
Department of State) ss.
Received this 15th day of
Aug. A. D. 19 73 at 2
o'clock P. M. and recorded in Vol.
50 of R. K. M.
on page 142-143
Secretary of State

Authorization No. P-7700

DEED NO. 78162

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of FOUR THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($4,100.00) conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS of Madison, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Fort Atkinson, County of Jefferson, and the State of Wisconsin, to wit:

Fee title in and to the following tract of land in the City of Fort Atkinson, Jefferson County, Wisconsin described as a parcel of land in Township 5 North, Range 14 East, Section 4, Government Lot 8 thereof, located from a highway reference line described as follows:

Commencing at a point 33 feet North of the Northeast corner of Lot 1, Block 1 of John McPherson's Addition to the City of Fort Atkinson; thence South 88°-3-'-54" West, 103.8 feet; thence North 17°-03'-09" West, 137.42 feet to a point of curve; thence Southerly on a curve to the right, back tangent bearing North 17°-03'-09" West, radius 358.10 feet, 32.01 feet to the point of beginning of said reference line; thence continuing Southerly on said curve to the right, 230.42 feet to a point of tangency.

Said parcel includes all that land of the Chicago and North Western Transportation Company (hereinafter referred to as "Owner") lying between the Southeasterly property line of said owner and a line located 28 feet Southeasterly of and parallel to the center line of said Owner's mainline line track for the first 138 feet as measured along the above described reference line; and said parcel also includes all that land of said Owner lying between the existing Southeasterly tight of way limits of S.T.H. 26 and a line located 40 feet Northwesterly of and parallel to the above described reference line for the last 80 feet of the first 218 feet as measured along said reference line.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utlilities, and easements of any kind whatsoever on said premises, incuding the repair, reconstruction and replacement thereof.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenence or use of said described real estate or any part thereof for street or highway purposes.

This document was drafted by the Chicago and North Western Transportation Company, Chicago, Illinois.

DATED this 15th day of August, 1973.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

signed, sealed and Delivered in Presence of:

/s/ M. F. Chatterton

By /s/ I. Robert Ballin
Vice President

/s/ Janice M. Sampson

Attest /s/ G. L. Vargason
Asst. Secretary

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that I. Robert Ballin Vice President and = G. L. Vargason, to me personally known and known to me to be respectively Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes set forth.

IN WITNESS WHEREOF, I have hereunto set my ha n d and affixed my official seal as such Notary Public, at Chicago, Illinois, this 15th day of August, 1973.

/s/ Helen M. Wright
Notary Public, in and for the County of Cook, in the State of Illinois, Helen M. Wright

My Commission Expires: March 9, 1974

STATE OF WISCONSIN)
Department of State) ss.
Received for record this 17th day of
Sept. A.D. 19 73 at 2:00
o'clock P.M. and recorded in Vol.
50 ARM
on page 144-145
Robert C. Zimmerman

Authorization No. P-7681

DEED NO. 78168

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($1,900.00), converys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS of Madison, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Janesville, County of Rock, and the State of Wisconsin to wit:

PARCEL #54

Fee title in and to the following tract of land in the City of Janesville, Rock County, State of Wisconsin, described as a parcel of land located in Township 3 North, Range 12 East, Section 36, the Southwest Quarter of the Northwest Quarter thereof, located from a highway reference line described as follows:

Reference Line "SW"

Commencing at a point 33 feet North of the Northwest Corner of Lot 8, Block 46 of Smith's Addition to the City of Janesville; thence S 89°-28' E, 468.78 feet; thence Northerly, normal to the last described course, 24 feet; thence N 87°-50' E, 453.22 feet; thence N 89°-04' E, 83.02 feet to a point of curve; thence Northeasterly on a curve to the left, radius 102.00 feet, 98.67 feet to a point of tangency; thence N 33°-39' E, loo feet; thence N 37°-28' E, 28 feet to the point of beginning of said reference line "SW", thence continuing N 37°-28' E, 122 feet.

Said parcel includes all that land of the Chicago and North Western Transportation Company (hereinafter referred to as "Owner") lying between the Southeasterly property line of the Owner and a line located 15 feet Northwesterly of and parallel to the above described reference line "SW"

Said parcel, exclusive of lands already in use for highway purposes contains 1293 square feet, more or less.

ALSO PARCEL #55 (Easement)

AND GRANTS an Easement for highway purposes in and over the following tract of land in the City of Janesville, Rock County, State of Wisconsin and located in the Northeast Quarter of the Southeast Quarter and Southeast Quarter of the Northeast Quarter of Section 35, Township 3 North, Range 12 East, and the Southwest Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 12 East Thereof, described as a parcel of land of the Chicago and North Western Transportation Companu lying between a line located 15 feet Northerly of and parallel to reference line "SW" amd a line located 20 feet Southerly of and parallel to refernce line "ES" both refernence lines described as follows:

Reference Line "SW"

Commencing at the West Quarter-Corner of Said Section 36; thence S 88°-21' E, 15.23 feet; thence Northerly, normal to the last described course, 52.52 feet; thence S 89°-04' W, 81.23 feet to the point of beginning of said reference line "SW"; thence N 89°-04'E, 81.23 feet to a point of curve; thence Northeasterly on a curve to the left, radius 102.00 feet, 98.67 feet.

Referecne Line "ES"

Commencing at the East Quarter-Corner of said Section 35; thence N 89°-28' W. 166.46 feet; thence Southerly normal to the last described course, 75.22 feet; thence Southeasterly on a curve to the right, back tangent bearing S 89°-04' W, radius 120.00 feet. 43.23 feet to the point of beginning of said reference line "ES"; thence continunig Southeasterly on said curve, 134 feet.

ALSO SIGNAL CONTROLLER EASEMENT

AND FURTHER GRANTS a signal controller easement for the right to occupy and use the following described tract of land in the City of Janesville, Rock County, State of Wisconsin located in the Southwest Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 12 East thereof for the purpose to construct and maintain a signal controller and all facilities connected to such system, including for such purpose os the right of ingress and egress as long as required for such public purpose.

Said easement is located from a highway reference line described as follows: Commencing at the West Quarter-Corner of said Section 36; thence S 88°-21' E, 15.23 feet; thence Northerly normal to the last described point, 52.52 feet

to the point of beginning of said reference line; thence Northeasterly on a curve to the left, back tangent bearing S 89°-04' W, radius 102.00 feet, 98.67 feet to a point of tangency and a point of ending of said reference line.

Said Easement includes all that land of the Owner bounded by the following described courses; a line located 15 feet southeasterly of and parallel to the center line of the main track of the Chicago and North Western Transportation Company as it exists on December 1, 1972; a line located Northwesterly of and perpendicular to the point of ending of the above described reference line; and a line located 15 feet Northwesterly of and parallel to the above described reference line.

The above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns.

Subject to any and all public or private utiliites now located on the above described real estate.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities, including but not limited to the existing poles and wires of the communication line and the existing signal and battery boxes upon the easment areas above described, as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring. constructing, grading, paving, or other things necessary or expedient for the improvement, maintainance or use of said described real estate or any part thereof as a street or highway purpose.

STATE OF WISCONSIN) ss.
Department of State
Received this 17th day of Sept. A. D. 19 73 at 2 o'clock P.M. and recorded in Vol. 50 of ARM on page 146747
John C. Zimmerman
Secretary of State

This document was drafted bythe Chicago and North Western Transportatinn Company, Chicago, Illinois

DATED this 15th day of August, 1973.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

/s/ V. J. Luisi

By /s/ I. Robert Vallin
Vice President

/s/ Janice M. Sampson

Attest /s/ G. L. Vargason
Asst. Secretary

.....

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that I. Robert Ballin and G. L. Vargason, to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being forst duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation, by authority and order of its board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 15th day of August, 1973.

/s/ Helen M. Wright
Notary Public, in and for the County of Cook, in the State of Illinois,
Helen M. Wright

My commission expires: March 9, 1974

(GENERAL MORTGAGE RELEASE NO. 874)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State, State of Wisconsin in Book 39, of R. R. Mortgages at page 85, et. seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Middleton, in the County of Dane, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien therof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 5th day of September, A.D. 1973.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By /s/ J. L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

BY /s/ R. S. Stam
Assistant Secretary

WITNESSED BY:

/s/ K. R. Runnfeldt

/s/ J. E. Krueger

.....

APPENDIX 1

Real Estate situated on Middleton, County of Dane, State of Wisconsin, which is more particularly described as follows, to-wit:

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 11, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, to-wit:

Commencing at the Southwest Corner of Block 7 of the Original Plat of Middleton Station; thence South, 266.48 feet to the point of beginning; thence S 85°54'06" E, 153.52 feet to a point of curve; thence Southeasterly along a curve to the right which has a radius of 2831.79 feet and a chord which bears S 81°08'39" E, 469.68 feet; thence S 10°26'25" W, 65.43 feet; thence N 82°15'56" W, 610.92 feet; thence North, 65.41 feet to the point of beginning. This parcel contains 46,195 square feet (1.06 acres).

EXCEPTING, however, the communication line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company which may encroach upon said real estate and RESERVING unto Chicago, Milwaukee, St. Paul and Pacific Railroad Company, its successors and assigns, an easement for the presence, use, operation, repair and renewal of said communication line.

* * * * * * * * * * * *

The foregoing Appendix I, consisting of one page (1), is the Appendix I referred to in and which forms a part of the foregoing General Mortgage Release No. 874.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ J. L. Spreng
Vice President

.....

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 5th day of September, A.D. 1973, J. L. Spreng, a Vice President, and R. S. Stam, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My commission expires September 2, 1975

Office of Register of Deeds)
Dane County, Wisconsin) ss.

Recorded September 11, 1973
At 3:45 o'clock P.M.
Harold K. Hill, Register

STATE OF WISCONSIN)
Department of State) ss.
Received this 8th day of
Oct. A. D. 1973 at 2
P. M. and recorded in Vol.
50 of R.R.M.
on page 148-149
Secretary of State

CERTIFIED RESOLUTION

I, J. T. TAUSSIG, Secretary of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Corporation of the State of Wisconsin, DO HEREBY CERTIFY that the following is a true and correct copy of a certain resolution adopted at a joint meeting of the Board of Directors and Finance Committee of said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY duly held at the office of the Company in the City of Chicago, County of Cook and State of Illinois on June 21, 1973 at which meeting a quaroum was present and voted, and I FURTHER CERTIFY that said resolution is in full force and effect as of the date of this certificate:

WHEREAS, the Company proposes to sell to Osborne, Inc., or its nominee, certain property at Middleton, Dane County, Wisconsin, containing approximately 46,195 square feet, for a cash consideration of $46,195.00, the actual purchase price to be based upon the actual area determined by survey, which said property is described as follows, to-wit:

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 11, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, to-wit:

Commencing at the Southwest Corner of Block 7 of the Original Plat of Middleton Station; thence South, 266.48 feet to the point of beginning; thence S 85°54'06" E, 153.52 feet to a point of curve; thence Southeasterly along a curve to the right which has a radius of 2831.79 feet and a chord which bears S 81°08'39" E, 469.68 feet; thence S 10°26'25" W, 65.43 feet; thence N 82°15'56" W, 610.92 feet; thence North, 65.41 feet to the point of beginning. This parcel contains 46,195 square feet (1.06 acres).

WHEREAS, the said property is subject to the liens of the following mortgages in the order stated below:

1. First Mortgage, dated as of January 1, 1944, executed by the Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and

2. General Mortgage, dated as of January 1, 1944, executed by the Company to Harris Trust and Savings Bank, Trustee; and

WHEREAS, it is desired to sell said property free from the liens of said mortgages, and each of them; and

WHEREAS, in the judgement of the Board of Directors the consideration represents the full fair value of the property and the sale of said property and the release thereof from the liens of said mortages is desirable in the conduct of the business of the Company;

IT IS THEREFORE,

RESOLVED, FURTHER, that the President, or any Vice President, and the Secretary, or any Assistant Secretary, or the Chief Accounting Officer hereby are authorized and directed to make and sign an application to the said Continental Illinois National Bank and Trust Company of Chicago, and to make and sign an application to the said Harris Trust and Savings Bank, the above named Trustees, requesting the release of said property from the lien of said First Mortgage and from the lien of said General Mortgage, respectively, and to take such other and further action as may be necessary on their part to bring about the release of said property from the liens of said mortgages.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY at my office in the City of Chicago, County of Cook and State of Illinois, this 24th day of August, A.D., 1973.

/s/ J. T. Taussig
Secretary
CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMAPNY

Office of Registeroof Deeds)
Dane County, Wisconsin) ss.

Recorded September 11, 1973
At 3:45 o'clock P.M.
Harold K. Hill, Register

STATE OF WISCONSIN)
Department of State) ss.
Received this 8th day of
Oct. A. D. 1973 at 2
P. M. and recorded in Vol.
50 of R.R.M.
150
Secretary of State

(FIRST MORTGAGE RELEASE NO. 874)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINANTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944. between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5th, 1945, duly recorded in the Office of the Secretary of State, State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq., and as Trustee under all Mortgages sipplenentary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (#1.00) and other good and valuable consideration, the receipt whereof is hereby acknowlwdged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Comapny, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Middleton in the County of Dane, State of Wiscondin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Second Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 4th day of September, A.D. 1973.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Trustee as aforesaid

By /s/ M. J. Krueger
Second Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. C. Mull, Jr.
Trust Officer

WITNESSED BY:

/s/ J. M. Rose

/s/ D. J. Pope

.....

APPENDIX I

Real Estate situated in Middleton, County of Dane, State of Wisconsin, which is more particularly described as follows, to-wit:

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 11, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, to-wit:

Commencing at the Southwest Corner of Block 7 of the Original Plat of Middleton Station; thence South, 266.48 feet to the point of beginning; thence S 85°54'06" E, 153.52 feet to a point of curve; thence Southeasterly along a curve to the right which has a radius of 2831.79 feet and a chord which bears S 81°08'39" E, 469.68 feet; thence S 10°26'25" W, 65.33 feet; thence N 82°15'15" W, 610.92 feet; thence North, 65.41 feet to the point of beginning. This parcel contains 46.195 square feet (1.06 acres).

EXCEPTING, however, the communication line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company which may encroach upon said real estate and RESERVING unto Chicago, Milwaukee, St. Paul and Pacific Railroad Comapny, its successors and assigns, an easement fot the presence, use, operation, repair and renewal of said cimmunication line.

* * * * * * * * * * *

The foregoing Appendix I, consisting of one page (1), is the Appendix I referred to in and which forms a part of the First Mortgage Release No. 874.

CONTINENTAL ILLINOIS NATIONAL BANK
TRUST COMPANY OF CHICAGO, As Trustee

By /s/ M. J. Krueger
Second Vice President

.....

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 4th day of September, A.D. 1973, M. J. Krueger, a Second Vice President, and J. C. Mull, Jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ R. S. Donavan
Notary Public in and for the State of
Illinois, County of Cook.

My commission expires April 26, 1976

Office of Register of Deeds)
Dane County, Wisconsin) ss.

Recorded September 11, 1973
At 3:45 o'clock P.M.
Harold K. Hill, Register

STATE OF WISCONSIN)
Department of State) ss.
Received this 8th day of
Oct. A. D. 19 73 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 151-152

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto OSBORNE, INCORPORATED, Grantee, the following described real estate, to-wit:

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 11, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, to-wit:

Commencing at the Southwest Corner of Block 7 of the Original Plat of Middleton Station; thence South, 266.48 feet to the point of beginning; thence S 85°54'06" E, 153.52 feet to a ppint of curve; thence Southeasterly along a curve to the right which has a radius of 2831.79 feet and a chord which bears S 81°08'39" E, 469.68 feet; thence S 10°26'25" W, 65.43 feet; thence N 82°15'56" W, 610.92 feet; thence North, 65.41 feet to the point of beginning. This parcel contains 46,195 square feet (1.06 acres).

EXCEPTING, however, the communication line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company which may encroach upon said real estate and RESERVING unto Chicago, Milwaukee, St. Paul and Pacific Railroad Company, its successors and assigns, an easement for the presence, use, operation, repair and renewal of said communication line.

SUBJECT TO any existing easements, whether or not of record, for underground or overhead pipelines, pole lines and roadways.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its Secretary and its corporate seal to be hereunto affixed this August 27, 1973.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ K. L. Ham
Witness

By: /s/ R. F. Kratochwill
Vice President

COUNTERSIGNED:

/s/ D. L. Stengl
Witness

By: /s/ J. T. Taussig
Secretary

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILEAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

.....

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this August 27, 1973, R. F. Kratochwill, Vice President and J. T. Taussig, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ John M. Cortese
Notary Public, Cook County, Ill.
My commission expires Oct. 3, 1976

STATE OF WISCONSIN)
Department of State) ss.
Received this 8th day of Oct. A. D. 19 73 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 153
/s/ Secretary of State

Office of Register of Deeds)
Dane County, Wisconsin) ss.
Recorded September 11, 1973
At 3:45 o'clock P.M.
Harold K. Hill, Register

(FIRST MORTGAGE RELEASE NO. 869)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company"), and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5th, 1945, duly recorded in the Office of the Secretary of State, State of Wisconsin, in Book 39 of R. R. Mortgages, at page 15 et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said first Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at LaCrosse in the County of LaCrosse, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Second Vice Presidents thereto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of tis Trust Officers this 25th day of September, A.D. 1973.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By /s/ Robert J. Vondrasek
Second Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. C. Mull, Jr.
Trust Officer

WITNESSED BY:

/s/ J. M. Rose

/s/ D. J. Pope

.....

APPENDIX 1 (1 of 2 pages)

Real Estate situated in LaCrosse, County of LaCrosse, State of Wisconsin, which is more particularly described as follows, to-wit:

PARCEL 1:

Part of Government Lot 3, Section 31, Township 16 North, Range 7 West, City of LaCrosse, Wisconsin described as follows:

Commencing at the southeast corner of Section 31, Township 16 North, Range 7 West; thence North 2°37' West, 773.6 feet along the east line of said Section 31, to the south line of Vine Street; thence North 66°19' West, 1413.9 feet along said south line of Vine Stree to the center line of Front Street, and the point of beginning; thence continuing North 66°19' West, 111.50 feet along the extended south line of Vine Street, which is also the south line of Block 3, River Addition, to the easterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 25°42' West, 100.05 feet along said line; thence South 66°19' East, 113.22 feet to the center line of Front Street; thence North 24°43' East, 100 feet along said center line to the point of beginning, containing 11,325 square feet.

ALSO

PARCEL 2:

Part of Blocks 3, 4, 5, 6, and 7, River Addition and part of Government Lots 2 and 3, Section 31, Township 16 North, Range 7 West, and the old channel of the LaCrosse River, City of LaCrosse, Wisconsin as described as follows:

Commencing at the southeast corner of Section 31, Township 16 North, Range 7 West; thence North 2°37' West, 773.6 feet along the east line of said Section 31, to the south line of Vine Street; thence North 66°19' West, 1443.9 feet along said south line of Vine Stree, to the southeast corner of Block 3 River Addition to the City of LaCrosse, Wisconsin; thence continuing North 66°19' West, 186 feet along the extended south line of Vine Street, which is also the south line of Blocks 3 and 7, River Addition, to the point of beginning; thence North 11°29'40" West, 628.2 feet; thence North 60°47' East, 370.0 feet; thence North 11°29'40" West, 420.0 feet, to the southerly bank of the LaCrosse River; thence North 60°47' East, 92.55 feet along said bank to a point 30 feet normally distant from the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company main line; thence South 23°48'40" East, 78.74 feet to a point 30 feet normally distant from the center line of the"West Levee" track of said railroad; thence parallel with said track, 108.24 feet along the arc of a curve, concave to the southwest, radius of 917.62 feet, chord bearing of South 20°00'20" East, 107.99 ffet; thence continuing 95.60 feet along the arc of said curve, parallel to said track, chord bearing of South 10°15'40" East, 95.43 feet; thence 393.26 feet along the arc of a curve, concave to the northwest, radius of 1027.29 feet, chaord bearing of South 1°47' West, 390.86 feet to a point 43 feet normally distant from the center line of said track; thence parallel with said track 285.14 feet along the arc of a curve, concave to the southwest, radius of 1273.04 feet, chord bearing of South 19°10' West, 284.55 feet to the P. T. of said curve; thence South 25°35 ' West, 411.35 feet. parallel to and 43 feet normally distant from the center line of said track; thence North 3°34' 30" East, 44.91 feet to the point of beginning, containing 232,247 square feet.

* * * * * * * * * * *

The foregoing Appendix 1, consisting of two (2) pages, is the Appendix 1, referred to and which forms a part of the First Mortgage Release No. 869.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMAPNY OF CHICAGO, as Trustee

By /s/ Robert J. Vondrasek
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 25th day of September, A. D. 1973, Robert J. Vondrasek, a Second Vice President, and J. C. Mull, Jr., a Trut Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Second Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ J. J. Powell
Notary Public in and for the State of
Illinois County of Cook

My Commission expires April 26, 1976

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of
Oct. A. D. 19 73 at 2
o'clock P. M. and recorded in Vol.
50 of R.R. M.
on page 154/155
Fred C. Zimmerman

(GENERAL MORTGAGE RELEASE NO. 869)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Comapny"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5th, 1945, duly recorded in the office of Secretary of State, State of Wisconsin, in Book 39, of R. R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowlwedged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto daid Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoeverm which said Trustee may now ar hereafter have, or claim to have acquired in, under, through,or by virtue of said General Mortgage, and all mortgages supplemenatary thereto, in and to that certain property situsted at LaCrosse, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof nor hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents therunto duly authorized, and its corporate sealto be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 25th day of August, A. D. 1973.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By /s/ H. A. Kole
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ R. S. Stam
Assistant Secretary

WITNESSED BY:

/s/ L. D. Lewis

/s/ K. R. Runnfeldt

APPENDIX 1 (1 of 2 pages)

Real Estate situated in LaCrosse, County of LaCrosse, State of Wisconsin, which is more particularly described as follows, to-wit:

PARCEL 1:

Part of Government Lot 3, Section 31, Township 16 North, Range 7 West, City of La Crosse, Wisconsin described as follows:

Commencing at the southeast corner of Section 3, Township 16 North, Range 7 West; thence North 2°37' West, 773.6 feet along the east line of said Section 31, to the south line of Vine Street; thence North 66°19' West, 1413.9 feet along said south line of Vine Street to the center line of Front Street, and the point of beginning; thence continuing North 66°19' West, 111.50 feet along the extended south line of Vine Street, which is also the south line of Block 3, River Addition, to the easterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 25°42' West. 100.05 feet along said line; thence South 66°19' East, 113.22 feet to the center line of Front Street; thence North 24°43' East, 100 feet along said center line to the point of beginning, containing 11,235 square feet.

ALSO

PARCEL 2:

Part of Blocks 3, 4, 5, 6 and 7, River Addition, and part of Government Lots 2 and 3, Section 31, Township 16 North, Range 7 West, and the old channel of the LaCrosse River, City of LaCrosse, Wisconsin described as follows:

Commencing at the southeast corner of Section 31, Township 16 North, Range 7 West; thence North 2°37' West, 773.6 feet along the east line of said Section 31, to the sputh line of Vine Street; thence North 66°19' West, 1443.9 feet along said south line of Vine Street, to the southest corner of Block 3, River Addition to the City of LaCrosse, Wisconsin; thence continuing North 66°19' West, 186 feet along the extended South line of Vine Street, which is also the south line of Blocks 3 and 7, River Addition to the point of beginning; thence North 11°29'40" West, 628.2 feet; thence

North 60°47' East, 370.0 feet; thence North 11°29'40" West, 420.0 feet, to the southerly bank of the LaCrosse River; thence North 60°47' East, 92.55 feet along said bank to a point 30 feet normally distant from the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company main line; thence South 23°48'40" East, 78.74 feet to a point 30 feet normally distant from the center line of the "West Levee" track od said railroad; thence parallel with said track, 108.24 feet along the arc of a curve, concave to the southwest, radius of 917.62 feet, chord bearing of South 20°00'20" East, 107.99 feet; thence continuing 95.60 feet along the arc of said curve, parallel to said track, chord bearing of South 10°15'40" East, 95.43 feet; thence 393.26 feet along the arc of a curve, concave to the northwest, radius of 1027.29 feet, chord bearing of South 1°47' West, 390.86 feet to a point 43 feet normally distant from the center line of said track; thence parallel with said track 285.14 feet along the arc of a curve, concave to the southwest, radius of 1273.04 feet, chord bearing of South 19°10' West, 284.55 feet to the P. T. of said curve; thence South 25°35' West, 411.35 feet, parallel to and 43 feet normally distant from the center line of said track; thence North 3°34'30" East, 44.91 feet to the point of beginning, containing 232,247 square feet.

* * * * * * * * * *

The foregoing Appendix 1, consisting of two (2) pages is the Appendix 1 referred to in and which forms a part of the General Mortgage Release No. 869.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ H. A. Kole
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 23rd day of August, A. D. 1973, H. A. Kole, a Vice President, and R. S. Stam, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who exectuted the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. Moennich
Notary Public in and for the
State of Illinois, County of Cook

My Commission expires September 2, 1975

STATE OF WISCONSIN)
Department of State) ss.
Received this 10th day of
Oct. A. D. 1973 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 156-157

(FIRST MORTGAGE RELEASE NO. 879)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Comapny") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5th, 1945, duly recorded in the Office of the Secretary of State, State of Wisconsin, in Book 39 of R. R. Mortgages, at page 15 et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Woodruff in the County of Oneida, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Second Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 3rd day of October, A. D. 1973.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Trustee
as aforesaid

By /s/ R. J. Vondrasek
Second Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. C. Mull, Jr.
Trust Officer

WITNESSED BY:

/s/ J. M. Rose

/s/ D. J. Pope

APPENDIX 1

Real Estate situated in Woodruff, County of Oneida, State of Wisconsin, which is more particularly described as follows, to-wit:

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's abandoned 100-foot, abandoned 50-foot and awandoned extra-width right-of-way lying southerly of the southerly right-of-way line of the Chicago and North Western Transportation Company in the NE 1/4 SW 1/4 and in the S 1/2 SW 1/4 of Section 1; in the SE 1/4 SE 1/4 of Section 2; in the NW 1/4 NW 1/4 of Section 12; and in the NE 1/4 NE 1/4 of Section 11, all in township 39 North, Range 6 East, containing in the aggregate, approximately 14 acres of land, more or less, together with the 30 ft. by 60 ft. depot building and approximately 700 feet of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's former main track situated thereon and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in the northerly extension of said track and trackage on the Chicago and North Western Transportation Company's right-of-way.

Meaning and intending hereby to convey all right, title and interest of Chicago, Milwaukee, St. Paul and Pacific Railroad Company in and to the hereinbefore described real estate as acquired by: (1) Deed dated April 9, 1895 recorded in Book 1, Page 204 on April 12, 1895 (Vilas County, now Oneida County); (2) Deed dated August 31, 1895 recorded in Book 1, Page 323 on December 28, 1895 (Vilas County, now Oneida County); (3) Deed dated April 18, 1944 recorded in Volume 150 of Deeds, Page 358 on May 8, 1944 (Oneida County); (4) Deed dated April 29, 1930 recorded in Volume 118 of Deeds, Page 374 on August 30, 1930 (Oneida County); (5) Deed dated March 18, 1930 recorded in Volume 118 of Deeds Page 216 on March 27, 1930 (Oneida County).

* * * * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 879

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Trustee

By /s/ R. J. Vondrasek
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 3rd day of October, A. D. 1973, R. J. Vondrasek, a Second Vice President, and J. C. Mull, jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Second Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ J. J. Powell
Notary Public in and for the State
of Illinois, County of Cook.

My Commission expires April 26,1976

STATE OF WISCONSIN } ss.
Department of State
Received this 26th day of
Oct. A. D. 19 73 at 2
o'clock P M, and recorded in Vol.
50 of R.R.M.
on page 158-159

(GENERAL MORTGAGE RELEASE NO. 879)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5th, 1945, duly recorded in the office of Secretary of State, State of Wisconsin, in Book 39, of R. R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Woodruff, in the County of Oneida, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage in the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trusteee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 4th day of October, A. D. 1973.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By /s/ J. L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ R. G. Mason

WITNESSED BY:

/s/ K. R. Runnfeldt

/s/ J. B. Krueger

APPENDIX 1

Real Estate situated in Woodruff, County of Oneida, State of Wisconsin, which is more particularly described as follows, to-wit:

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's abandoned 100-foot, abandoned 50-foot and abandoned estra-width right-of-way lying southerly of the southerly right-of-way line of the Chicago and North Western Transportation Company in the NE 1/4 SW 1/4 and in the S 1/2 SW 1/4 of Section 1' in the SE 1/4 SE 1/4 of Section 2; in the NW 1/4 NW 1/4 of Section 12; and in the NE 1/4 NE 1/4 of Section 11, all in Township 39 North, Range 6 East, containing in the aggregate, approximately 14 acres of land. more or less, together with the 30 ft. by 60 ft. depot building and approximately 700 feet of the hicago, Milwaukee, St. Paul and Pacific Railroad Company's former main track situated thereon and the Chicago and Milwaukee St. Paul and Pacific Railroad Company's interest in the northerly extension of said track and trackage on the Chicago and North Western Transportation Company's right-of-way.

Meaning and intending hereby to convey all right, title and interest of Chicago, Milwaukee, St. Paul and Pacific Railroad Company in and to the hereinbefore described real estate as acquired by: (1) Deed dated April 9, 1895 recorded in Book 1, Page 204 on April 12, 1895 (Vilas County, now Oneida County); (2) Deed dated August 31, 1895 recorded in Book 1, Page 323 on December 28, 1895 (Vilas County, now Oneida County); (3) Deed dated April 18, 1944 recorded in Volume 150 of Deeds, Page 358 on May 8, 1944 (Oneida County); (4) Deed dated April 29, 1930 recorded in Volume 118 of Deeds, Page 374 on August 13, 1930 (Oneida County); (5) Deed dated March 18, 1930 recorded in Volume 118 of deeds, Page 216 in March 27, 1930 (Oneida County).

. . . . . .

The foregoing Appendix 1, consisting of one (1) page is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 879.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ J. L. Spreng

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 4th day of October, A. D. 1973, J. L. Spreng, a Vice President, and R. G. Mason, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to me the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ Rose Marie Manix
Notary Public in and for the State
of Illinois, County of Cook

My Commission expires 2-19-75

STATE OF WISCONSIN } ss.
Department of State
Received this 26th day of
Oct. A. D. 19 73 at 2
o'clock P M, and recorded in Vol.
50 of R.R.M.
on page 159-160

P - 7700

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable condiderations, the receipt of which is hereby acknowlwdged, does hereby rELEASE, REMISE, CONVEY and QUITCLAIM unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS-

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now heve or claim to have acquired in, under, through, or by virtue of said indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fort Atkinson, County of Jefferson, and the State of Wisconsin ----------

and described as follows, to wit:

Fee title in and to the following tract of land in the City of Fort Atkinson, Jefferson County, Wisconsin, described as a parcel of land in Township 5 North, Range 14 East, Section 4, Government Lot 8 thereof, located from a highway reference line described as follows:

Commencing at a point 33 feet North of the Northeast corner of Lot 1, Block 1 of John McPherson's Addition to the City of Fort Atkinson; thence South 88°-30'-54" West, 103.8 feet; thence Notth 17°-03'-09" West, 137.42 feet to a point of curve; thence Southerly on a curve to the right, back tangent bearing North 17°-03'-09" West, radius 358.10 feet, 32.01 feet to the point of beginning of said reference line; thence continuing Southerly on said curve to the right, 230.42 feet to a point of tangency.

Said parcel includes all that land of the Chicago and North Western Transportation Company (hereinafter referred to as "Owner") lying between the Southeasterly property line of said Owner and a line located 28 feet Southeasterly of and parallel to the center line of said Owner's mainline track for the first 138 feet as measured along the above described reference line and said parcel also includes all that land of said Owner lying between the existing Southeasterly right of way limits of S.T.H. 26 and a line located 40 feet Northwesterly of and parallel to the above described reference line for the last 80 feet of the first 218 feet as measured along said reference line.

This document was drafted by the Chicago and North Western Transportation Company at Chicago, Ill.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, siad THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 31st day of October, A. D., Nineteen Hundred and Seventy-three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ A. R. Menard
Vice President

ATTEST:

/s/ T. E. Grove
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ T. Olson

/s/ T. Brunk

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Kurt Breuer a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that A. R. Menard and T. E. Grove to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of the FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that A. R. Menard resides in Oak Park, Illinois and that T. E. Grove resides in Geneva, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 31st day of October A. D., Nineteen Hundred and Seventy-Three.

CONSIN
of State } ss.
21st. day of
Nov. A. D. 19 73 at 2
P.M. and recorded in Vol.
50 R.R.M.
161-162
Register of Deeds

/s/ Kurt Breuer
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois

My Commission as such
Notary Public Expires Jan. 30, 1977

P - 7681

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, at seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and aother good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS -

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock, and the State of Wisconsin - - - - - - - - - - - - - - - -

and described as follows, to wit:

PARCEL #54

Fee title in and to the following tract of land in the City of Janesville, Rock County, State of Wisconsin, described as a parcel of land located in Township 3 North, Range 12 East, Section 36, the Southwest Quarter of the Northwest Quarter thereof, located from a highway reference line described as follows:

Reference Line "SW"

Commencing at a point 33 feet North of the Northwest Corner of Lot 8, Block 46 of Smith's Addition to the City of Janesville; thence S 89°-28' E, 468.78 feet; thence Northerly, normal to the last described course, 24 feet; thence N 87°-50' E, 453.22 feet; thence N 89°-04' E, 83.02 feet to a point of curve; thence Northeasterly on a curve to the left, radius 102.00 feet, 98.67 feet to a point of tangency; thence N 33°-39' E, 100 feet; thence N 37°-28' E, 28 feet to the point of beginning of said reference line "SW", thence continuing N 37°-28' E, 122 feet.

Said parcel includes all that land of the Chicago and North Western Transportation Company (Hereinafter referred to as "Owner") lying between the Southeasterly property line of the Owner and a line located 15 feet Northwesterly of and parallel to the above described reference line "SW".

Said parcel, exclusive of lands already in use for highway purposes contains 1293 square feet, more or less.

This document was drafted by the Chicago and North Western Transportaion Company at Chicago, Illinois.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release bya Vice President or by an Assistant Vice President thereto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 31st day of October, A. D., Nineteen Hundred and Seventy-Three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ A. R. Menard
Vice President

ATTEST:

/s/ T. E. Grove
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ T. Olson

/s/ T. Brunk

STATE OF ILLINOIS)
)) ss
COUNTY OF COOK)

I, Kurt Breuer, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing herein, DO HEREBY CERTIFY that A. R. Menard and T. E. Grove to me personally known and to me known to be, respectively, a Vice President and an Assistant Secretary of the FIRST NATIONAL BANK OF CHICAGO, a National Banking Associatin described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that A. R. Menard resides in Oak Park, Illinois and that T. E. Grove resides in Geneva, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association;

that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal as such Notary Public, at Chicago, Illinois, this 31st day of October A. D., Nineteen Hundred and Seventy-Three.

/s/ Kurt Breuer
NOTARY PUBLIC
in and for the County of Cook in the
State of Illinois

My Commission as such
Notary Public Expires: Jan. 30, 1977

STATE OF WISCONSIN)
Department of State)
Filed for record the 21st day of
Nov. A.D. 1973
at 9 o'clock A.M.
and recorded in Vol. 50 R.R.M.
162-164

(GENERAL MORTGAGE RELEASE NO. 892)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5th, 1945, duly recorded in the office of Secretary of State, State of Wisconsin in Book 39 of R. R. Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter claim to have acquired in, under, through, or by virtue of said General Mortgsge, and all mortgages supplementary thereto, in and to that certain property situated at Madison, in the County of Dane, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Relaese by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 27th day of November, A. D. 1973.

HARRIS TRUST AND SAVINGS BANK,
As Trustess as aforesaid,

By /s/ J. L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ R. G. Mason
Assistant Secretary

WITNESSED BY:

/s/ K. R. Runnfeldt

/s/ L. D. Lewis

.....

APPENDIX 1

Real estate situated in Madison, County of Dane, State of Wisconsin, which is more particularly described as follows, to-wit:

Part of Lots 2, 3, 4 and 5, Block 29, Original Plat, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the most westerly corner of Lot 3, said Block 29; Thence S 44°54'15" E, 200.00 feet along the Southwesterly line of lot 3 to the point of beginning of this description;
Thence S 37°14'55" W, 32.50 feet;
Thence N 44°54'15" W, 19.36 feet;
Thence N 13°50'09" W, 23.25 feet;
Thence N 44°54'15" W, 39.64 feet;
Thence on a curve to the left which os 9.5 feet from the center line of the spur tarck measured at right angles and parallel to said center line, said curve having a radius of 1692.15 feet and a long chord bearing N 70°55'36" E, 22.44 feet, and an arc length of 22.44 feet;
Thence continue on said curve which is 9.5 feet from and measured at right angles to and parallel to the center line of said spur track having a radiys of 1692.15 feet whose long chord bears N 70°13'11" E, 19.32 feet, and an arc distance of 19.32 feet;
Thence continue along said curve which is 9.5 feet from and measured at right angles to and parallel to said spur line, said curve having a radius of 1692.15 feet and a long chord bearing of N 68°59'33" E, 53.18 feet, and an arc distance of 53.19 feet;
Thence continue on a curved line which is 9.5 feet from and parallel to the center line of said spur track, said curved line being of variable radius and having a long chord bearing N 68°21'16" E, 47.17 feet;
Thence continuing on said curved line which is 9.5 feet from and measured at right angles to and parallel to said center line of said spur track, said curve being of variable radius and having a long chord bearing of N 65°52'2" E, 50.54 feet;
Thence continuing on said curved line which is 9.5 feet from and measured at right angles to and parallel to said center line of said spur track, said curve being of variable radius and having a long chord bearing of N 59°58' 21" E, 22.79 feet;
Thence S 50°57'27" W, 113.21 feet;
Thence S 41°32'10" W, 66.24 feet to the point of beginning of this description. Said parcel containing 0.149 acres, more or less, and being contiguous to the parcel described in the deed as recorded on December 15,1939, in Volume 400 of Deeds, at page 283, as Document No. 627267, Dane County, Wisconsin Registry.

The foregoing Appendix 1, consisting of one (1) page is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 892.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ J. L. Spreng
Vice President

.....

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Personally came before me this 27th day of November, A. D. 1973, J. L. Spreng, a Vice President, and R. G. Mason, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

STATE OF WISCONSIN
Department of State
I, ... Secretary of State of the State of Wisconsin, do hereby certify that the annexed instrument was received in this office on the 30th day of Nov. A.D. 19 73 at 2 o'clock P. M., and recorded in Vol. 30 R.R.M. 164-166

/s/ J. M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My Commission expires September 2, 1975

.....

(FIRST MORTGAGE RELEASE NO. 892)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (jereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5th, 1945, duly recorded in the Office of the Secretary of State, State of Wisconsin, in Book 39 of R. R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all to the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Madison in the County of Dane, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Second Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers thes 26th day of November, A. D. 1973.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
as Trustee as aforementioned

By /s/ M. J. Kruger
Second Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. C. Mull, Jr.
Trust Officer

WITNESSED BY:

/s/ J. M. Rose

/s/ T. K. Kehoe

.....

APPENDIX 1

Real estate situated in Madison, County of Dane, State of Wisconsin, which is more particularly described as follows, to-wit:

Part of Lots 2, 3, 4 and 5, Block 29, Original Plat, City of Madison, Dane County Wisconsin, more fully described as follows:

Commencing at the most westerly corner of Lot 3, said Block 29; Thence S 44° 54'15" E, 200.00 feet along the Southwesterly line of said Lot 3 to the point of beginning of this description;
Thence S 37°14'55" W, 32.50 feet;
Thence N 44°54'15" W, 19.36 feet;
Thence N 13°50'09" W, 23.25 feet;
Thence N 44°54'15" W, 39.64 feet;
Thence on a curve to the left which is 9.5 feet from the center line of the spur track measured at right angles and parallel to said center line, said curve having a radius of 1692.15 feet and a long chord bearing N 70°55'36" E, 22.44 feet, and an arc length of 22.44 feet;
Thence continue on said curve which is 9.5 feet from and measured at right angles

to and parallel to the center line of said spur track having a radius of 1692.15 feet whose long chord bears N 70°13'11" E, 19.32 feet, and an arc distance of 19.32 feet;
Thence continue along said curve which is 9.5 feet from and measured at right angles to and parallel to said spur line, said curve having a radius of 1692.15 feet and a long chord bearing of N 68°59'33" E, 53.18 feet, and an arc distance of 53.19 feet;
The ce continue on a curved line which is 9.5 feet from and parallel to the center line of said spur track, said curved line being of variable radius and having a long chord bearing N 68°21'16" E, 47.17 feet;
Thence continuing on said curved line which is 9.5 feet from and measured at right angles to and parallel to said center line of said spur track, said curve being of variable radius and having a long chord bearing N 65°52'2" E, 50.54 feet;
Thence continuing on said curved line which is 9.5 feet from and measured at right angles to and parallel to said center line of said spur track, said curve being of variable radius and having a long chord bearing N 59°58'21" E, 22.79 feet;
Thence S 50°57'27" W, 113.21 feet;
Themce S 41°32'10" W, 66.24 feet to the point of beginning of this description. Said parcel containing 0.149 acres, more or less, and being contiguous to the parcel described in the deed as recorded on December 15, 1939, in Volume 400 of Deeds, at page 283, as Document No. 627267, Dane County, Wisconsin Registry.

. . . . . .

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 892.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Trustee

By /s/ M. J. Kruger
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Personally came before me this 26th day of November, A. D. 1973, M. J. Kruger, a Second Vice President, and J. C. Mull, Jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be the Second Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

STATE OF WISCONSIN)
Department of State) ss.
Received for record this 30th day of
Nov. A. D. 1973 at 2
o'clock P. M. and recorded in Vol.
30 of R.R.M.
on page 166-167
as Document No.
Kathryn J. Swanstrom

/s/ R. S. Donavan
Notary Public in and for the State of
Illinois, County of Cook

My Commission expires April 26, 1976

Executed in 560 Counterparts
of which this is No.....240

BURLINGTON NORTHERN INC.

TO

MORGAN GUARANTY TRUST COMPANY

OF NEW YORK

AND

JACOB M. FORD II,

Trustees

FIFTH SUPPLEMENTAL INDENTURE

Dated as of January 15, 1974

TO

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE

Dated March 2, 1970

Creating Consolidated Mortgage 8.60% Bonds, Series D, Due 1999

THIS FIFTH SUPPLEMENTAL INDENTURE, dated as of January 15, 1974, by and between BURLINGTON NORTHERN INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Company", party of the first part and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, and JACOB M. FORD, II of St. Joseph Missouri, as Trustees, parties of the second part, hereinafter called, when referred to jointly, the "Trustees" and, when referred to separately, the "Corporate Trustee" and the "Individual Trustee", respectively;

Whereas, the Comapny and the Trustees have heretofore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental indentures thereto dated respectively as of March 2, 1970, July 1, 1970, April 15, 1971 and December 20, 1971, under which Consolidated Mortgage Bonds of several series are outstanding (the Original Mortgage as heretofore supplemented and modified being hereinafter called the "Indenture"); and

Whereas, the Company has by proper corporate action authorized the issuance and sale of additional series of Bonds under the Indenture to be known as "Consolidated Mortgage 8.60% Bonds, Series D, Due 1999", hereinafter called the "Bonds of Series D", in the principal amount of $60,000,000; and

Whereas, the Company desires by this Fifth Supplemental Indenture to evidence the terms and provisions, including redemption and sinking fund procisions, as determined by its Board of Directors,of the Bonds of Series D, all as more fully set forth herein; and

Whereas, all acts and things prescribed by law, by the Restated Certificate of Incorporation and By-Laws of the Company and by the Indenture have been duly performed and complied with to make this Fifth Supplemental Indenture and the Bonds of Series D, when duly executed, authenticated (in the case of such Bonds) and delivered, valid, binding and legal instruments in accordance with their respective terms:

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH:

That and in consideration of the premises, and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America duly paid by the Trustees to the Company at the time of delivery of this Fifth Supplemental Indenture, the recipt whereof is hereby acknowledged, the Company has executed and delivered this Fifth Supplemental Indenture and, for the same purposes as the original property described in or otherwise covered by the Indenture, has mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does mortgage, pledge, grant, give, bargain, sell. alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustees, and to their successor or successors in the trust and their assigns $60,000,000 pricipal amount of General Mortgage 8.60% Gold Bonds, Series U, Due January 1, 2010, issued under and pursuant to the Great Northern Railway Company's General Gold Bond Mortgage, dated Janaury 1, 1921, as supplemented and amended.

TO HAVE AND TO HOLD the property hereby conveyed, as a part of the "Trust estate" under the Indenture, unto the Trustees, their successor or successors in trust or their assigns, forever;

SUBJECT, HOWEVER, to Excepted Encumbrances.

BUT IN TRUST NEVERTHELESS for the equal and proportionate benefit and security if all of the present and future holders of the Bonds (as defined in the Indenture) and of any coupons appurtenat thereto, and for the enforcement of the payment of the principal of the Bonds and the premium, if any, and interest thereon, as and when payable, and the performance of and compliance with the covenats and consitions of the Indenture and this Fifth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise of any Bond over any other Bond of the same or any other series by reason of priority in the issue or negotiation or maturity thereof or otherwise, so that each and every Bond shall have the same right, lien and privilege under the Indenture and this Fifth Supplemental Indenture, and the principal of, premium, if any, and interest payable in every such Bond shall be equally and ratable secured hereby, as if all such Bonds at any time outstanding has been executed, delivered and negotiated simultaneously with the execution and delivery of this Fifth Supplemental Indenture.

AND THIS FIFTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH:

That the Company covenants and agrees with the Trustees and with the respective holders from time to time of the Bonds and coupons issued and to be issued under the Indenture as follows:

ARTICLE I

CREATION OF BONDS OF SERIES D

SECTION 1.01. There is hereby created a fourth series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 8.60% Bonds, Series D, Due 199". The Bonds of Series D shall

(1) be dated the date of authentication;

(2) mature in January 15, 1999

(3) bear interest at the rate of 8.60% per annum, payable semi-annually on January 15 and July 15 of each year, hereinafter sometimes called an "Interest Payment Date", from the Interest Payment date next preceding the date of authentication thereof until payment of the principal amount thereof has been made or duly provided for except that: (a) any Bond of Series D authenticated before July 15, 1974 shall bear interest from January 15, 1974 unless clause (c) below is applicable; (b) if the Company shall default or be in default in the payment of interest upon Bonds of Series D, such Bonds of Series D shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so long as there is no existing default in the payment of interest on the Bonds of Series D, and Bond of Series D authenticated after the close of business on any Record Date, as hereinafter defined, with respect to any Interest Payment Date and on or prior to such Interest Payment Date shall bear interest from such Interest Payment Date;

(4) be payable as to principal, premium,if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment of public and private debts;

(5) be redeemable before maturity at the option of the Company as provided in Section 1.02 hereof and through the operation of a Sinking Fund as provided in Section 1.03 hereof;

(6) be issuable only as registered Bonds without coupons in denominations of $1,00 and any multiple thereof; and

(7) be limited (except as provided in Section 1.09 of the Indenture) in aggregate principal amount to $60,000,000.

So long as there is no existing default in the payment of Interest in Bonds of Series D, the person in whose name any Bond of Series D is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any transfer or exchange of such Bond of Series D subsequent to such Record Date. If and to the extent that the Company shall default in the payment of interest due on any Interest Payment Date with respect to any Bond of Series D, such defaulted interest shall be paid to the person in whose name such Bond of Series D is registered at the close of business on a subsequent record date established by notice given by mail, first class postage prepaid, by or on behalf of the Company to the holders of Bonds of Series D not less than 15 days prior to such subsequent record date, such record date to be not less than five days preceding the date of payment of such defaulted interest.

The term "Record Date", when used herein with respect to an Interest Payment Date, shall mean the December 31 or June 30 (whether or not a business day), as the case may be, next preceding such Interest Payment Date. Default in the payment of interest means in this Section 1.01 failure to pay interest on the applicable Interest Payment Date disregarding any period of grace applicable under Section 7.01 of the Indenture.

SECTION 1.02. The Bonds of Series D shall be redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, at the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 month period commencing January 15	A redemption price of	If redeemed during the 12 month period commencing January 15	A redemption price of
1974	108.60%	1986	103.91%
1975	108.21%	1987	103.52%
1976	107.82%	1988	103.13%
1977	107.43%	1989	102.74%
1978	107.04%	1990	102.35%
1979	106.65%	1991	101.96%
1980	106.26%	1992	101.57%
1981	105.87%	1993	101.18%
		1994	100.79%

If redeemed during the 12 month period commencing January 15	A redemption price of	If redeemed during the 12 month period commencing January 15	A redemption price of
1982	105.48%	1995	100.40%
1983	105.09%	1996	100.00%
1984	104.70%	1997	100.00%
1985	104.30%	1998	100.00%

provided, howeverm that prior to January 15, 1984 no Bonds of Series D may be redeemed at the option of the Company directly or indirectly from the proceeds of or in antidipation of any refunding operation involving the incurring of debt by the Company or any Affiliate which has an interest cost, computed on accordance with gernerally accepted financial practice, of less than 8.60% per annum.

Whenever less than all of the Bonds of Series D are to be redeemed, the Corporate Trustee shall select, in such manner as it shall deem appropriate and fair, the particular Bonds of Series D or portions of such Bonds redeemed and shall notify the Company in writing of the numbers and principal amounts of the Bonds or portions thereof so selected. The Company shall give the Corporate Trustee written notice of least 50 days (or such lesser period as shall be acceptable to the Corporate Trustee) prior to any redemption date selected by the Company of the aggregate principal amount of Bonds of Series D to be redeemed.

The Company shall not be required to and, if so requested by the Corporate Trustee, shall not (i) issue, transfer or exchange any Bonds of Series D during a period beginning at the opening of business 15 days before any selection of Bonds of Series D for redemption (whether at the option of the Company or through operation of the Sinking Fund provided for in Section 1.03 hereof) and ending at the close of business on the date of such selection of (ii) transfer or exchange any Bond of Series D or portion thereof so selected for redemption; and the Corporate Trustee shall not be required to authenticate and deliver any Bonds of Series D during the period specified in (i) above or in lieu of Bonds of Series D or portions thereof selected for redemption.

The provisions of Sections 3.04 to 3.08, inclusive, of the Indenture shall, so far as applicable, apply to and govern the redemption of Bonds of Series D. except that any installment of interest which by the terms of the Bonds of Series D is due and payable on any Interest Payment Date occuring on or prior to a redemption date shall be payable to the persons in whose names the Bonds of Series D were registered on the relevant Record Date, and except as otherwise expressly provided in this Fifth Supplemental Indenture.

Section 1.03. As and for a mandatory Sinking Fund for the Bonds of Series D, the Company shall, except as hereinafter provided in this Section 1.03, pay to the Corporate Trustee at least one business day prior to January 15, 1983, and January 15 of each year thereafter to and including January 15, 1998, each such January 15 being hereafter called a "Sinking Fund Payment Date", an amount in New York Clearing House funds sufficient to redeem $3,000,000 principal amount of the Bonds of Series D on January 15, 1983 and on each January 15 thereafter to and including January 15, 1987, $3,500,000 principal amount of the Bonds of Series D on January 15, 1988 and on each January 15 thereafter to and including January 15, 1993. and $4,000,000 principal amount of the Bonds of Series D on January 15, 1994 and on each January 15 thereafter to and including January 15, 1998, at a price equal to 100% of th the principal amount thereof, hereinafter called the "Sinking Fund Redemption Price". Sinking Fund moneys shall not be applied to the payment of interest on the Bonds of Series D, but the Company shall otherwise provide for all interest accrued to the Sinking Fund Payment Date on the Bonds of Series D or portions thereof called for redemption through the operation of such Sinking Fund on such date.

In addition to the Sinking Fund payment required by the immediately preceding paragraph, the Company may elect in the manner hereinafter provided to make, at least one business day prior to each Sinking Fund Payment Date, an optional Sinking Fund payment to the Corporate Trustt in an amount not in excess of the applicable mandatory Sinking Fund payment. The exercise of such election shall not have the effect of reducing the amount of any Sinking Fund payment which the Company shall be required to make pursuant to the immediately preceding paragraph. The election shall be noncumulative so that the failure to exercise such election in any year, in whole or in part, shall not increase the amount of any optional Sinking Fund payment that may be made to the Corporate Trustee in any subsequent year. Any such election by the Company with respect to any such Sinking Fund Payment Date shall be made on the Officer's Certificate hereinafter mentioned in this Section 1.03, which election shall be irrevocable.

In lieu of making all or any part of any Sinking Fund payment in cash, the Company may at its option (a) surrender to the Corporate Trustee Bonds of Series D theretofore issued by the Company and acquired by it in the open market or otherwise (other than through operation of the Sinking Fund), (b) by Request direct the Corporate Trustee to credit against such Sinking Fund payment the principl amount od Bonds of Series D theretofore redeemed bu the Company pursuant to Section 1.02 hereof which have not theretofore been so credited (such Bonds being hereinafter called "Redeemed Bonds"), or (c) by Request direct the Corporate Trustees to apply Deposited Cash for such purpose pursuant to subparagraph (2) of the second paragraph of Section 5.09 of the Indenture. The Company sgall be entitled so to deliver Bonds of Series D or obtain credit for Redeemed Bonds in anticipation of all or any part of any one or more Sinking Fund payments, but in each case the Company shall specify, in the Officer's Certificate hereinafter mentioned in this Section 1.03, the Sonking Fund payment or payments in anticipation of which such Bonds of Series D are delivered or Redeemdd Bonds credited. Each Bond of Series D so deleivered and all Redeemed Bonds so credited shall be treated by the Corporate Trustee as the equivalent of a cash deposit to the extent of the Sinking Fund Redemption Price of such Bond or Bonds. All Bonds of Series D so delivered to the Corporate Trustee shall be cancelled by it.

On or before the November 26 prior to each Sinking Fund Payment Date, the Company shall deliver to the Corporate Trustee an Officer's Certificate which shall

(1) specify the amount of cash, if any, which the company will deposit with the Corporate Trustee at least one business day prior to such Sinking Fund Payment Date;

(2) state the principal amount of Bonds of Series D which are veing concurrently delivered to the Corporate Trustee for cancellation and are to be credited against one or more Sinking Fund payments (designated therein by the Company) with respect to the Bonds of Series D and

stating that such Bonds were theretofore issued by the Company and acquired by it in the open market or otherwise (other than through operation of the Sinking Fund);

(3) state the aggregate principal amount of the Redeemed Bonds (being concurrently delivered to the Corporate Trustee for cancellation of not previously delivered and cancelled by it) which are to be credited against one or more Sinking Fund payments (designated therein) with respect to the Bonds of Series D and state that such Bonds were previously redeemed by the Company pursuant to Section 1.02 hereof and have not previously been credited against a Sinking Fund payment;

(4) specify the amount of Deposited Cash to be credited against the Sinking Fund payment due on or before such Sinking Fund Payment Date in accordance with subparagraph (2) of the second paragrph of Section 5.09 of the Indenture;

(5) specify the principal amount of Bonds of Series D to be redeemed on such Sinking Fund Payment Date, including the principal amount of such Bonds, if any, which the Company elects to redeem by an optional Sinking Fund payment; and

(6) state that no Event of Default has happened and is continuing.

In case of the failure of the Company to deliver such Officer's Certificate on or before the November 26 next preceding any Sinking Fund Payment Date, the Company shall make the full cash payment specified in the first paragraph of this Section 1.03 and shall not be entitled to make any optional Sinking Fund payment.

Except as otherwise provided in the next succeeding paragraph of this Section 1.03, all money paid into the Sinking Fund for the Bonds of Series D shall be held in trust for the holders of such Bonds and shall be applied by the Corporate Trustee to the redemption of such Bonds at the Sinking Fund Redemption Price in the manner specified in the next sentence; provided, however, that if the amount of money held in such Sinking Fund shall be less than $50,000 on any Sinking Fund Payment Date, such money, unless otherwise directed bythe Company, shall not be so applied but shall be retained by the Corporate Trestee and so applied in the next succeeding Sinking Fund Payment Date on which there shall be at least $50,000 in the Sinking Fund. Promptly after aach November 26 prior to a Sinking Fund Payment Date the Corporate Trustee shall select, in the manner provided in Section 1.02 hereof, the Bonds of Series D to be redeemed on such Sinking Fund Payment Date and shall cause notice of the redemption thereof to be given in the name and at the expense of the Company as provided in Section 3.04 of the Indenture, except that the notice shall state that the redemption is for Sinking Fund purposes; and such redemption shall otherwise be subject to the same terms and provisions of Bonds of Series D at the option of the Company.

Anything in this Section 1.03 to the contrary notwithstanding, the Corporate Trustee shall not redeem any Bonds of Series D through the operation of the Sinking Fund therefor, or mail any notice of such redemption, during the continuance of an Event of Defaultm except that if such notice shall have been mailed before the Corporate Trustee had actual knowledge of such Event of Default or had received the notice thereof specified in Section 10.01 (e) of the Indenture, the Corporate Trustee shall redeem the Bonds of Series D as to which such notice of redemption shall have been given if sufficient money is held by the Corporate Trustee in the Sinking Fund for Bonds of Series D. Except as aforesaid, any money held in such Sinking Fund at the time when and Event of Default shall occur, or any moneys thereafter paid into such Sinking Fund, shall be held, during the continuance of such Event of Default, as additional security for all Bonds issued under the Indenture; but if such Event of Default shall thereafter be cured or waived ad provided in the Indenture, such Sinking Fund moneys shall thereafter be applied to the redemption of Bonds of Series D at the Sinking Fund Redemption Price on the next succeeding Sinking Fund Payment Date.

Section 1.04. The Bonds of Series D and the Corporate Trustee's certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:

(FORM OF FACE OF BOND OF SERIES D)

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE 8.60% BOND, SERIES D, DUE 1999

BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (herinafter called the "Company"), for value received, hereby promises to pay to , or registered assigns, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, the principal sum of

DOLLARS on January 15, 1999, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate of 8.60% per annum, at said office or agency in like coin or currency, from the interest payment date next preceding the date of this Bond to which interest had been paid or suly provided for or January 15, 1974, whichever islater (unless this Bond is dated after any December 31 of June 30, and on or prior to the next succeeding January 15 or July 15, as the case may be, in which casem if interest is paid in accordance with the proviso of this sentence, from such succeeding January 15 or July 15), semi-annually on January 15 and July 15 if each year, until payment of said principal sum has been made or duly provided for; provided, however, that so long as there is no existing default in the payment of interest (and except for the paument of defaulted interest), the interest payable on any January 15 and July 15 will be paid to the person in whose name this Bond was registered at the close of business (whether or not a business day) on the December 31 or June 30, as the case may be, next preceding such interest payment date. If and to the extent that the Company shall default in the payment of interest due on any January 15 or July 15, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on a subsequent record date established by notice for the payment of such defaulted interest, which notice shall be given not less than 15 days prior to such record date.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purposes, until this Bond shall have been authenticated by the certificate hereon of the Corporate Trustee.

IN WITNESS WHEREOF, Burlington Norhtern Inc. has caused this Bond to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its Secretary or one if its Assistant Secretaries.

Dated: .....

BURLINGTON NORTHERN INC.

By .....

Attest:

.....

(FORM OF REVERSE OF BOND OF SERIES D)

This Bond is one of the Comsolidated Mortgage Bonds of the Company, herein sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated March 2, 1970, executed by the Company to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation suly organized and existing under the laws of the State of New York (herein called the "Corporate Trustee"), and JACOB M. FORD II, as Trustees, herein, as amended and supplemented from time to time, sometimes called the "Indenture", to which Indenture and any and all supplements thereto reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of security and the rights of the holders of the Bonds and coupons and the rights, duties and immunities of the Trustees thereunder.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Bond at the time and place at the rate or rates and in the currency herein prescribed.

This Bond is one of a series of the Bonds known as Consolidated Mortgage 8.60% Bonds, Series D, Due 1999 (hereinafter called the "Bonds of Series D") created by a Fifth Supplemental Indenture, dated as of January 15, 1974, to the Indenture. The Aggregate principal amount of Bonds of Series D which may be outstanding at any time is limited to the principal amount of $60,000,000, except as otherwise provided on the Indenture.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption, conversion, and sinking fund provisions, if any, place or places and money or moneys of payment, registration and otherwise, all as in the Indenture provided.

If an Event of Default as degined in the Indenture shall occur, the principal of the Bonds may be declared or may become due and payable in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture and such Fifth Supplemental Indenture, the Bonds of Series D are redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, upon notice as provided in the Indenture, at the following redemption prices (expressed in percentages of the principl amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 month period commencing January 15	A redemption price of	If redeemed during the 12 month period commencing January 15	A redemption price of
		1986	103.91%
1974	108.60%	1987	103.52%
1975	108.21%	1988	103.13%
1976	107.82%	1989	102.74%
1977	107.43%	1990	102.35%
1978	107.04%	1991	101.96%
1979	106.65%	1992	101.57%
1980	106.26%	1993	101.18%
1981	105.87%	1994	100.79%
1982	105.48%	1995	100.40%
1983	105.09%	1996	100.00%
1984	104.70%	1997	100.00%
1985	104.30%	1998	100.00%

provided, however, that prior to January 15, 1984 no Bonds of Series D may be redeemed at the option of the Company directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of debt by the Company or any Affiliate (as defined in the Indenture) which has an interest cost, computed in accorcande with generally accepted financial practice, of less than 8.60% per annum.

The Bonds of Series D are entitled to the benefit of a sinking fund, the terms and provisions of which are set forth in such Fifth Supplemental Indenture, and, as provided therein, are subject to redemption in part through the iperation of such sinking fund on January 15, 1983, and on each January 15 thereafter to and including January 15, 1998, at a sinking fund redemption price eqaul to 100% of the principal amount of the Bonds to be so redeemed.

The Indenture permits the amendment thereof and the modification or alteration in any respect of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders if appurtenant coupons, if any, thereunder at any time by the

concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding affected by such amendment, modification, or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or interest on, this Bond, the consent of the holder thereof, all as more fully provided in the Indenture.

This Bond is transferable at the office or agency of the Company in the Borough if Manhattan, City and State of New York, upon the surrender hereof accompanied by written instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder hereof or by duly authorized attorney, and thereupon a new Bond of Series D in the same aggregate principal amount will be issued to the transferee in exchange herefor, all as provided in the Indenture.

The Company, the Corporate Trustee, any paying agent and any registrar of the Bonds of Series D may for all purposes treat the person in whose name this Bond is registered as the absolute owner herefor, notwithstanding any notice to the contrary.

The Bonds of Series D are issuable in the denomination of $1,000 or any multiple thereof. The Bonds of Series D are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series D are interchangeable in like aggregate principal amounts upon presentation for that purpose as provided in the Indenture.

No service charge will be made for any transfer or exchange of this Bond, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond against any incorporator, stockholder, officer or director, as such, of the Company by virtue if any statute or by enforcement if any assessment, or otherwise, howsoever.

(FORM OF CORPORATE TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds, of the series designated therein, referred to in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY
of NEW YORK, as Corporate Trustee

By.....
Authorized Officer

SECTION 1.05. Bonds of Series D shall be transferable, and shall be exchangeable for a like aggregate principal amount of Bonds of Series D of other authorized denominations, upon surrender thereof at the office or agency of the Company to be maintained for that purpose in accordance with Section 4.01 of the Indenture accompanied by a proper instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder in person or by duly authorized attorney. No service charge will be made for any such transfer or exchange, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

SECTION 10.6. Pending the preparation of definitive Bonds of Series D, the Company may execute and, upon request, the Corporate Trustee shall authenticate and deliver Bonds of Series D in temporary form as provided in Section 1.10 of the Indenture. Such Bonds of Series D in tempoarary from may, in lieu of the statement of the redemption prices required to be set out in the Bonds of Series D in definitive form, include a reference to Section 1.02 hereof for a statement of such redemption prices.

ARTICLE II

ISSUE OF BONDS OF SERIES D

Bonds of Series D may be executed, authenticated and delivered from time to time as permitted by the provisions of Article Two of the Indenture.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 3.01. All of the terms, conditions and provisions of the Indenture (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Fifth Supplemental Indenture, and the Original Mortgage, as supplemtned by the supplemental indentures thereto and by this Fifth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 3.02. Morgan Guaranty Trust Comapny of New York and Jacob M. Ford II, the parties of the second part, hereby accept the trust in this Fifth Supplemental Indenture declared and provided and agree to perform the same upon the terms and conditions herein and in the Indenture set forth. The recitals contained in this Fifth Supplemental Indenture and in the Bonds of Series D except for the Corporate Trustee's certificates of authentication) shall be taken as statements of the Company, and the Trustees assume no responsibility for the correctness thereof.

Except as herin otherwise provided no duties, responsibilites or liabilities are assumed by the Trustees by reason of this Fifth Supplemental Indenture other than as set forth in the Original Mortgage.

SECTION 3.03. Nothing in this Fifth Supplemental Indenture expressed or implied is intended or shall be construed to give to any person, firm, or corporation other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect of this Fifth Supplemental Indenture, or any covenat, condition or provision herein contained, all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and all of the holders of the Bonds and the coupons; and all such covenants, conditions and proviisions by or on behalf of the Comapny shall bind its successors and assigns whether so expressed or not.

SECTION 3.04. The headings of the several Articles hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 3.05. The Fifth Supplemental Indenture may be executed in several counterparts, each of which shall be an original, and all collectively shall constitute but one instrument, which shall be sufficiently proved by the production of any one of said counterparts.

IN WITNESS WHEREOF, Burlington Northern Inc., the party of the first part, has caused this Fifth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Morgan Guaranty Trust Company of New York, one of the parties of the second part, has caused this Fifth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Jacob M. Ford II, one of the parties of the second part, has hereunto set his hand and seal, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

By ../s/..W..N..Ernzen.....
Vice President

(Corporate Seal)

Attest:

.../s/.J..E..Adams.....
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By ../s/...F..F..Sparrow.....
Vice President

(Corporate Seal)

Attest:

...../s/..W..W..Brewer.....
Assistant Secretary

...../s/..Jacob.M..Ford.II.....(L.S.)

Signed, sealed and acknowldeged by
all parties in the presence of:

.../s/.....

.../s/.....
Attesting Witnesses

.....

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, Frank Schlierf, a Notary Public in and for the State and County aforesaid, do hereby certify that in this 16th day of January, 1974 personally appeared before me W. N. Ernzen and J. E. Adams, personally known to me and personally known to me to be a Vice President and an Assistant Secretary, respectively, of Burlington Northern Inc., one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed such instrument as such Vice President and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said W. N. Ernzen resides at 2023 Upper St. Dennis Road, St. Paul, Minnesota, and that the said J. E. Adams resides at 5 Kennard Court, St. Paul, Minnesota; and that W, N. Ernzen is a Vice President and said J. E. Adams is an Assistant Secretary of Burlington Northern, Inc., a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation os such corporate seal; that said seal wad affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

(Notarial Seal) .....Frank.Schlierf.....

Frank Schlierf
Notary Public, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1975

STATE OF NEW YORK)
)) ss.
COUNTY OF NEW YORK)

I, Frank Schlierf, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16th day of January, 1974 personally appeared before me R. E. Sparrow and W. W. Brewer, personally known to me and personally known to me to be a Vice President and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, one of the corporations described in and which exectued the foregoing instrument and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said R. E. Sparrow resides at 496 Dorchester Road, Ridgewood, New Jersey, and that the said W. W. Brewer resides at 41 West 86th Street, New York, New York; that said R. E. Sparrow is a Vice President and said W. W. Brewer is an Assistant Secretary of Morgan Guaranty Trust Company of New York, a corporation; that the corporate seal affixed to the forgoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like atthority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed as the free and voluntayy act and deed if said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

.../s/.Frank.Schlierf.....
Frank Schlierf
Notary Public, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission expires March 30, 1975

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, Lorraine Fowler, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16th day of January, 1974, personally came before me in said County Jacob M. Ford II, personally known to me and personally known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 2929 Lovers Lane, St. Joseph, Missouri; that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial.Seal)

...../s/.Lorraine.Fowler.....
Lorraine Fowler
Notary Public, State of New York
No, 24-6368100
Qualified in Kings County
Certificate filed in New York County
Commission expires March 30, 1974

STATE OF WISCONSIN)
Department of State) ss.
Received this 23rd day of
Jan. 74 2
o'clock P. M. and recorded in Vol.
50 of R. R. M.
on page 168-175
Secretary of State

Executed in 560 Counterparts
of which this is No. 240

BURLINGTON NORTHERN INC.

TO

FIRST NATIONAL CITY BANK,
Trustee.

SUPPLEMENTAL INDENTURE (NO. 15)

Dated as of January 1, 1974

TO

GREAT NORTHERN RAILWAY COMPANY

GENERAL GOLD BOND MORTGAGE

Dated January 1, 1921

Providing for Issuance of General Mortgage Gold Bonds, Series U.

SUPPLEMENTAL INDENTURE, dated as of the 1st day of January, 1974, by and between BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws if the State of Delaware (hereinafter sometimes dalled the "Company"), party of the first part, and FIRST NATIONAL CITY BANK (successor by merger to THE FIRST NATIONAL BANK of the City of New York), a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called the "Trustee"), party of the second part.

Great Northern Railway Company has heretofore made, executed and delivered to the First National Bank ofthe City of New York, as Trustee, its General Gold Bond Mortgage (hereinafter called the "Original Indenture") dated January 1, 1921, and supplements thereto dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945 as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953 and as of September 1, 1954, under which General Mortgage Bonds of several series are outstanding. By further supplement dated as of March 2, 1970, the Company, in accordance with the provisions of Section 2 of Article Fifteen of the Original Indenture, has succeeded to, and been substituted for, Great Northern Railway Company, with the same effect as if it had been named in the original indenture as the party of the first part thereto; and by a second supplement dated as of March 2, 1970, the Company subjected to the lien if the Original Indenture, as theretofore supplemented and modified, property acquired by the Company by reason of the merger of Chicago, Burlington & Quincy Railroad Company into the Company and described the mortgage which wad a lien on such property and the amount of bonds secured thereby. By further supplements dated respectively as of July 1, 1970 and as of January 1, 1971, the Company authorized series of General Mortgage Bonds (the Original Indenture as heretofore supplemented and modified being hereinafter sometimes called the "Mortgage").

The Company has by proper corporate action authorized the issuance under and pursuant to the terms of the Mortgage as supplemented and modified by this Supplemental Indenture of $60,000,000 principal amount of its General Mortgage Bonds, Series U (said Bonds being hereinafter referred to as the "Series U Bonds").

The Company desires by this Supplemental Indenture to make provision with respect to the continuance of sertain limitaions, as more specifically hereinafter set forth, upon the right of the Company to issue bonds under the Mortgage, and to make other provisions with respect to the Series U Bonds.

The forms of the Series U Bonds in registered form and of the Trustee's certificate to be endorsed on the Series U Bonds are to be severally and respectively substantially as follows:

(FORM OF REGISTERED BOND)

No. $

BURLINGTON NORTHERN INC.

GENERAL MORTGAGE 8.60% GOLD BOND, SERIES U

DUE JANUARY 1, 2010

Burlington Northern Inc., a Delaware corporation (hereinafter called the "Railway Company"), for value received, hereby promises to pay to or registered assigns, on the first day of January, 2010, at the office or agency of the Railway Company in the Borough of Manhattan, The City of New York, State of New York, Dollars in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed on the first day of July, 1921, and to pay interest thereon from July 1 or January 1, as the case may be, next preceding the date hereof (unless this bond be dated July 1 or January 1, and in that event from the date of this bond), at the rate of 8.60% per annum, until said

principal sum shall be paid, at said office or agency, in like gold coin, semi-annually on the first day of January and the first day of July in each year.

(The provision that the principal of, premium, if any, and interest on the within bond is payable in gold coin of the United States of America of or equal tothe standard of weight and fineness as it existed on the first day of July 1921, was included therein in compliance with the terms of the original indenture described in the within bond which was executed prior to the approval on June 5, 1933 of Public Resolution No. 10 of the 73rd Congress. Specific attention is called to the fact that said Public Resolution provides in part as follows:

"Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts.")

This Bond is one of the General Mortgage Gold Bonds (coupon or registered) of the Railway Company issued and to be issued in one or more series under and pursuant to and equally secured by an indenture dated January 1, 1921, executed by the Railway Comapny to The First National Bank of the City of New York, Trustee (First National City Bank being successor Trustee by merger), (hereinafter called the "indenture"), conveying all the property and franchises of the Railway Company mentioned in said indenture, and Supplemental Indentures dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953, as of September 1, 1954, two supplements dated as of March 2, 1970, as of July 1, 1970, as of January 1, 1971, and as of January 1, 1974 providing for the issuance of General Mortgage Gold Bonds, Series U, to which reference is made for a statement of the property and franchises mortgaged, conveyed, pledged or assigned, the nature and extent of the security, and the rights of the holders of said bonds and of the said Trustee in respect to such security,.

The authorized issue of bonds under said indenture is limited to the amount which, together with the then all outstanding prior debt of the Railway Company or of a successor corporation as defined in daid indenture, after deducting thereform the amount of all bonds then reserved under the provisions of said indenture to retire prior debt at or before maturity, shall not exceed three times the par value (which, as provided in said Supplemental Indenture dated March 19, 1936, shall, in respect of shares without par value, be deemed the stated value) of the then outstanding, fully paid capitol stock of the Railway Comapny or of a successor corporation.

The Series U Bonds are redeemable at the option of the Raileay Company as a whole or in part on any interest payment date subsequent to July 1, 1974 upon publication of notice thereof on two newspapers of general circulation in the Borough of Manhattan, The City of New York, at least twice a week for nine successive weeks next preceding such interest paymeny date, and in the manner and otherwise as provided in daid indenture, at the principal amount thereof, together with accrued interesr to the date designated for redemption.

In case of certain defaults specified in said indenture, the principal of this bond and all of the bonds issued under said indenture may be declared and may become due and payable in the manner and with the effect provided in said indenture.

This bond is transferable by the registered holder hereof in person or by attorney duly authorized in writing, either at the office of the Railway Company in the City of St. Paul, State of Minnesota, or at its office or agency in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, and thereupon a new registered bond, without coupons, of the same series will be issued to the transferee in exchange therefor as provided in said indenture. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. For such transfer or exchange a charge may be made, as provided in said indenture.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture or supplements, against any incorporator, stockholder, officer or director, past, present or future, of the Railway Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being the acceptance hereof, and as part if the condideration of the issue hereof, expressly released as provided in said indenture.

This Bond shall not become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by First National City Bank as Trustee or its successor in trust under said indenture.

IN WITNESS WHEREOF, Burlington Northern Inc. has caused this bond to be signed by its Chairman of the Board, its Vice Chairman or a Vice President, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or an Assistant Secretary, the day of

BURLINGTON NORTHERN INC.

By .....
Vice President

Attest:

.....
Assistant Secretary

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond is one of the Bonds described in the within mentioned indenture, and Supplemental Indenture dated as of January 1, 1974.

FIRST NATIONAL CITY BANK, as Trustee

By .....
Authorized Officer

The forms of the Series U Bonds in coupon form and of the coupons to be attached thereto are to be severally and respectively substantially the same as the forms set forth in the Original Indenture, the text of the Series U Bonds in coupon form to be substantially the same as that of the Series U Bonds in registered form with omissions, indertions and variarions appropriate to voupon bonds.

All things necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10) paid by the Trustee to the Railway Company, receipt whereof is hereby acknowledged, the parties hereto do hereby agree for the common and equal use, benefit and security of all and singular the person or persons, firm or firms, body or bodies politic and corporate who shall from time to time be bearers or registered holders of the Series U Bonds or bearers of any of the coupons thereto appertaining as their respective interests may appear, as follows:

ARTICLE ONE

ISSUANCE OF SERIES U BONDS

The Series U Bonds, substantially in the forms hereinbefore described, shall be issued and authenticated under and in accordance with the provisions of the Mortgage in principal amounts at any one time outstanding, except as otherwise provided in Section 6 of Article Two of the Mortgage, of not to exceed $60,000,000. The Series U Bonds will mature January 1, 2010, and will bear interest at the rate of 8.60% per annum payable January 1 and July 1 in each year until the principal sum is paid and if in coupon form will be dated Janaury 1, 1974. The Series U Bonds will be issuable in coupon forms in the demominations of $1,000, $500 and $100, and will be registrable as to principal, and will be issuable in fully registered form in denominations of $1,000 and any multiples of $1,000, and in fully registered form will, as provided in the Mortgage, respectively be dated the day of issue and will bear interest from the date if the same be an interest date and if the date thereof be not an interet date, said Bonds in fully registered form will bear interest from the last preceding interest date.

ARTICLE TWO

REDEMPTION OF SERIES U BONDS

The Series U Bonds will be redeemable at the option of the Company in whole or from time to time in any part thereof on any interest payment date subsequent to July 1, 1974 and prior to the maturity thereof at the principal amount thereof plus accrued interest to the designated da date of redemption, in the manner and otherwise as provided in Article Four of the Mortgage.

ARTICLE THREE

CONTINUATION OF LIMITATION UPON THE ISSUANCE IF BONDS

The Company covenants that the conenants contained in Article Four of the Supplemental Indenture dated as of July 1, 1944 to the Mottgage, as modified by Article Four of the Supplemental Indenture dated as of July 1, 1945 to the Mortgage, by Article Four if each of two Supplemental Indentures dated as of January 1, 1946, by Article Three of the Supplemental Indenture dated as of July 1, 1970 and by Article Three of the Supplemental Indentute dated as of January 1, 1971 to the Mortgage, shall be continued in full force and effect but without otherwise extending their scope, until all of the Series U Bonds shall have been paid or retired in full, or adequate provision satisfactory to the Trustee shall have been made for their payment and to this end the provision contained in Article Four of said Supplemental Indenture dated as of July 1, 1944, modified as agoresaid, to the evfect that at such time as all of the Company's General Mortgage Gold Bonds, Series K,L,M,N,O,P,Q,R,S and T shall have been paid or retired in full or adequate procision satisfactory to the Trustee shall have been made for their payment, said covenants shall become null and void and of no further effect, shall be deemed to be by this Supplemental Indenture appropriately modified.

ARTICLE FOUR

CONCERNING THE TRUSTEE

The Trustee hereby accepts the trust herein declared and provided and agress to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of shich recitals are made by the Company solely. The Trustee shall be under no obligation to see the filing, registration or recording of this Supplemental Indenture or to the refiling, reregistration or rerecording hereof but the Comapny covenants to the effect, when and as may be required by law in order to protect the rights hereunder of the holders of the Series U Bonds, the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Trustee may authenticate and deliver any of the Series U Bonds herein provided for without waiting fro any such filing, registration , recording or refiling, reregistration or rerecording. In general, each and every term and condition containtd in Article Twelve of the Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as it the same were herein set forth in full with such omissions, variations and insertions as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE FIVE

EXECUTION IN COUNTERPARTS

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

ARTICLE SIX

CONSTRUED WITH MORTGAGE

This is a Supplemental Indenture to the Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Mortgage and each of the covenants and obligations of the Company herein contained shall be, except as herein otherwise provided, subject to the provisions of the Mortgage.

IN WITNESS WHEREOF, BURLINGTON NORTHERN INC., the party of the first part, has caused this Supplemenatl Indenture to be signed and acknowledged by its Chairman of the Board or Vice Chairman or one of its Vice Presidents, and its corporate seal to be hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary; and FIRST NATIONAL CITY BANK, the party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by one of its Trust Officers, and its corporate seal to be hereunto affixed and the same to be attested by one of its Associate Trust Officers, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

(Corporate Seal)

By ../s/.W..N..Ernzen.....
Vice President

Attest:

.../s/.J..E..Adams.....
Assistant Secretary

FIRST NATIONAL CITY BANK,
as Trustee as aforesaid

(Corporate Seal)

By ..../s/.E..J..Jaworski.....
Trust Officer

Attest:

../s/.J..A..Olive.....

Signed, sealed and acknowledged by
all parties in the presence of:

./s/.....

./s/.....

./s/.....
Attesting Witnesses

.....

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, John L. Grimmelbein, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16th day of January, 1974, personally appeared before me W. N. Ernzen amd J. E. Adams, personally known to me and personnlly known to me to be a Vice President and an Assistant Secretary, respectively, of Burlington Northern Inc., one of the Corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed the foregoing instrument, as such Vice President and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said W. E. Ernzen resides at 2023 Upper St. Dennis Road, St. Paul, Minnesota, and that the said J. E. Adams resides at 5 Kennard Court, St. Paul, Minnesota; that said W. N. Ernzen is a Vice Preident and said J. E. Adams is an Assistant Secretary of Burlington Northern Inc., a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of siad corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

...../s/ John L. Grimmelbein.....
John L. Grimmelbein
Notary Public, State of New York
No. 30-6675350
Qualified in Nassau County
Cerificate filed in New York County
Term Expires March 30, 1974

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, John L. Grimmelbein, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16th day of January, 1974, personally appeared before me E. J. Jaworski and J. A. Olive, personally known to me and personally known to me to be a Trust Officer and an Associate Trust Officer, respectively, of First National City Bank, one of the corporations described in and which executed the foregoing instrument as such Trust Officer and Associate Trust Officer, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said E. J. Jaworski resides at 107 Palmer Road, Pennington, New Jersey, and that the said J. A. Olive resides at 45 Haverford Road, Hicksville, New York; that said E. J. Jaworski is a Trust Officer and said J. A. Olive is an Associate Trust Officer of First National City Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authotity of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Trust Officer and Associate Trust Officer in behalf of said corporation by like order and authority; that they signed, sealed executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

..../s/.John.L..Grimmelbein.....
John L. Grimmelbein
Notary Public, State of New York
No. 30-6675350
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1974

STATE OF WISCONSIN } ss.
Department of State }
Received for record this 23rd day of
Jan. A.D. 19 74 at 2 o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 176-180
Secretary of State

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TRANSFER
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870941

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation having its principal offices at 516 West Jackosn Boulevard, Chicago, Illinois, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto FARMERS & MERCHANTS BANK, P. O. Box 10 N 88 W 16554 Main Street, Menomonee Falls, Wisconsin 53051, Grantee, the following described real estate, to-wit:

That part of Lot 15 BIA, J. B. Neh's 2nd Addn. & Lot 11 BIG, Orig. Plat of Menomonee Falls and the SW 1/4 of Section 3, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing ath the Northwest corner of Lot 11, Block A, J. B. Neh's Subdivision; thens N 74°30' E, 405.3 feet to the point of beginning; thence continuing N 74°30' E, 32.10 feet; thence S 06°08' 00" W, 535.28 feet; thence N 89°38' W, 30.00 feet; thence N 06°08' 04" E, 526.46 feet to the point of beginning, containing 15,843.267 square feet of land, more or less.

This conveyance is subject to all existing rights of way and easements, whether or not of record, and to all encumbrances, exceptions and reservations of record, and the Grantor reserves to itself,its successors and assigns, all minerals of any nature whatsoever including but not exclusively, coal, iron, natural gas and oil, which may be in or upon said described lands, together with the sole, exclusive and perpetual rights to explore for and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of said lands and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors and assigns.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its _____ President and countersigned by its _____ Secretary and its corporate seal to be hereunto affixed on December 26 1973.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

/s/ E. C. Adams
Witness

By: /s/ W. L. Smith
President

COUNTERSIGNED:

/s/ D. L. Stengl
Witness

By: /s/ J. T. Taussig
Secretary

THIS DOCUMENT WAS PREPARED BY MR, R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS

WISCONSIN

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Personally came before me this December 26, 1973, W. L. Smith, President and J. T. Taussig, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and _____ Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.

Notary Public, Cook County, Ill.
My Commission expires Nov. 30, 1975

STATE OF WISCONSIN
Department of State
Received this 28th day of
Jan. A.D. 19 74 at 2
o'clock P.M. and recorded in Vol.
30 of R.R.M.
on page 181

AND TRU

(FIRST MORTGAGE RELEASE NO. 910)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST CPMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5th, 1945 duly recorded in the Office of the Secretary of State, State of Wisconsin, in Book 39 pf R. R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Menomonee in the County of Waukesha, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Second Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 4th day of Janaury, A. D., 1974.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid

By /s/ M. U. Krueger
Second Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. C. Mull, Jr.
Trust Officer

WITNESSED BY:

/s/ J. M. Rose

/s/ D. J. Pope

.....

APPENDIX 1

Real Estate situated in Menomonee Falls, County of Waukesha, State of Wisconsin, which is more particularly described as follows, to wit:

That part of the SW 1/4 of Section 3, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of Lot 11, Block A, J. B. Neh's Subdivision; thence N 74°30' E, 405.3 feet to the point of beginning; thence continuing N 74°30' E, 32.10 feet; thence S 06°08'00" W, 535.28 feet; thence N 89°38' W, 30.00 feet; thence N 06°08'04" E, 526.46 feet tothe point of beginning, containing 15,843.267 square feet of land, more or less.

Together with 770 lineal feet of trackage located on the sale area and in Roosevelt Drive adjacent to the sale area on the north.

* * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 910.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Trustee

/s/ M. J. Kruger
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 4th day of January, A. D. 1974, M. U. Kruger, a Second Vice President, and J. C. Mull, Jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Second Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of
Jan. A. D. 19 74 at 2
o'clock P M. and recorded in Vol.
50 of R. R. M.
on page 183-183

/s/ E. D. Butter

Notary Public in and for the State of Illinois, County of Cook.

My Commission Expires November 16, 1977

(GENERAL MORTGAGE RELEASE NO. 910)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5th, 1945, duly recorded in the office of Secretary of State, State of Wisconsin, in Book 39, of R. R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Menomonee, in the County of Waukesha, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 4th day of Janaury, A. D. 1974.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By /s/ J. L. Streng
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ R. G. Mason
Assistant Secretary

WITNESSED BY:

/s/ K. R. Runnfeldt

/s/ L. D. Lewis

APPENDIX 1

Real estate situated in Menomonee Falls, County of Waukesha, State of Wisconsin, which is more particularly described as follows, to wit:

That part of the SW 1/4 of Section 3, Township 8 North, Range 20 East, Village of Menommonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of Lot 11, Block A, J. B. Neh's Subdivision; thence N 74°30' E, 405.3 feet to the point of beginning; thence continuing N 74°30' E, 32.10 feet; thence S 06°08'00" W, 535.28 feet; thence N 89°38' W, 30.00 feet; thence N 06°08'04" E, 526.46 feet to the point of beginning, containing 15,843.267 square feet of land, more or less.

Together with 770 lineal feet of trackage located on the sale area and in Roosevelt Drive adjacent to the sale area on the north.

* * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix referred to in and which forms a part of the foregoing General Mortgage Release No. 910.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

/s/ J. L. Spreng
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 4th day of January, A. D. 1974, J. L. Spreng, a Vice President, and R. G. Mason, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My Commission Expires September 2, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of
Jan. A. D. 19 74 at 2
o'clock P M. and recorded in Vol.
50 of R. R. M.
on page 183-184

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation having its principal offices at 516 West Jackson Boulevard, Chicago, Illinois 60606, Grantor, for and in condideration of the sum of ONE HUNDRED AND FIFTY DOLLARS ($150.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto ROGER D. RANKIN, and DIANE M. RANKIN, his wife, as joint tenants, 444 Park Place Lane, Mukwanago, Wisconsin, 53149, Grantees, free, however, from the liens of the First Mortgage and all supplements thereto and the General Mortgage and all supplements thereto of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in Office of the Secretary of State, State of Wisconsin, this conveyance free from said liens being permitted by Article XI, Section 2 of each said mortgages, the following described real estate situated and being in Walworth County, Wisconsin, to-wit:

> Beginning at the northwest corner of Lot 1, Block 12 of the recorded plat of Troy Center, Township of Troy, Walworth County, Wisconsin; thence West, parallel to the South line of the Northeast 1/4 Section 15, Township 4 North, Range 17 East, 25 feet; thence South, parallel to the West boundaries of Lots 1, 2 and 3, Block 12 of said redorded plat, to the South line of the Northeast 1/4 of Section 15, Township 4 North, Range 17 East (this distance being approximately 132 feet); thence East, along the South line of the Northeast 1/4 of Section 15, Township 4 North, Range 17 East, 25 feet; thence North, along the West lines of Lots 1, 2 and 3, Block 12 of said recorded plat, to the point of beginning.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its _____ Secretary and its corporate seal to be hereunto affixed this February 5, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ N. Andrews
Witness

By: /s/ E. J. Stoll
Vice President

ATTEST:

/s/ D. L. Stengl
Witness

By: /s/ J. T. Taussig
Secretary

THIS DOCUMENT WAS PREPARED BY ME. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY OF CHICAGO, ILLINOIS.

.....

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personnally came before me this February 5, 1974. E. J. Stoll, Vice President and J. T. Taussig, Secretary of the above named corporation, to me knowm to be the persons who executed the foregoing instrument and to me known to be such Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.
Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN) ss.
Department of State
Received this 11th day of Feb, A. D. 19 74 at 2 o'clock P.M. and recorded in Vol. 50 of QCM on page 185
Fred C. Zimmerman
Secretary of State

THIS INDENTURE made this 31 day of December, 1973, by and among BANKERS TRUST COMPANY (successor to the Mercantile Trust Company), a corporation organized under the laws of the State of New York, as trustee, party of the first part, FIRST NATIONAL CITY BANK (successor by merger to First National City Trust Company), a national banking association, as trustee,party of the second part, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, as trustee, party of the third part, and BURLINGTON NORTHERN INC. (successor by merger to Northern Pacific Railway Company), a corporation organized under the laws of the State of Delaware, party of the fourth part, WITNESSETH:

WHEREAS, the property described in Exhibit "A" attached hereto and by this reference made a part hereof is subject to the lien of those certain mortgages made by Northern Pacific Railway Company, as follows:

1. To the Mercantile Trust Company, Trustee, dated November 10, 1896, of which mortgage Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.

2. To The Farmers' Loan and Trust Comapny, Trustee, dated November 10, 1896, of which mortgage First National City Bank, party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company. On June 28, 1929, the Farmers' Loan and Trust Company, a New York corporation, became known as City Bank Farners Trust Company, and at the close of business on January 30, 1959, said corporation was converted into a national banking association under the title "First National City Trust Company". Said First National City Trust Company as of the close of business on January 15, 1963, was merged with First National City Bank, a national banking association.

WHEREAS, the property described in said Exhibit "A" is also subject to the lien of that certain mortgage known as the Consolidated Mortgage of Burlington Noethern Inc., dated March 2, 1970, made by and to Morgan Guaranty Trust Company of New York, as corporate trustee, party of the third part, and

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as a real estate mortgage, as follows:

Mortgage	Book	Page
Prior Lien	11 RR Mtgs. & Trust Deeds	87-166 incl.
General Lien	11 RR Mtgs. & Trust Deeds	167-240 incl.
Consolidated	Railroad Mortgages 49	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Northern Pacific Railway Company, the mortgagor named in said Prior Lien Mortgage and in said General Lien Mortgage, was merged into and with Great Northern Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc. on March 2, 1970, and

WHEREAS, by two indentures, both dated March 2, 1970, one supplemental to said Prior Lien Mortgage and the other supplemental to said General Lien Mortgage, Burlington Northern Inc. aas assumed and agreed to be bound by all the covenants and conditions of the said mortgages therein agreed to be kept and performed by Northern Pacific Railway Company and has succeeded to and been substituted for Northern Pacific Railway Company in said mortgages, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provisions of said three mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgege, party of the first part, Fisrt National City Bank, Trustee of said General Lien Mortgage, party of the second part, and Morgan Guaranty Trust Company of New York, Trustee of Consolidated Mortgage, party of the third part, in consideration of the sum of One Dollar ($1.00) and other valuable annsideration, do hereby forever release and discharge from the lien of said mortgages, and all supplements thereto, respectively, all of their respective rights, title and interest, as such trustees, in and to the property situate in Superior, County of Douglas, and State of Wisconsin, more fully described in said Exhibit "A" hereto attached.

TO HAVE AND TO HOLD said property unto said party of the fourth part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit "A" are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter or diminish the liens or encumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released. This release is executed by said mortgage trustees without covenant of warranty, either expressed or implied, and shall be without recourse against such trustees or any of them in any event whatsoever.

IN WITNESS WHEREOF, said mortgage trustees have caused this indenture to be signed and acknowledged or approved by their respective presidents, vice presidents, assistatant vice presidents, or trust officers, and have caused their respective sorporate seals to be hereunto affixed and the same to be attested by the signatures of theri respective assistant vice presidents, secretaries or assistant secretaries, or associate trust officers,all as of the day and year first above written.

signed, sealed and delivered on behalf of Bankers Trust Company, as Trustee, in presence of:

/s/ J. E. Fulwood

BANKERS TRUST COMPANY, as Trustee,

By /s/ S. Burg
Vice President

/s/ Harry Filowitz

/s/ R. J. Noblett
Assistant Secretary

Signed, sealed and delivered on behalf of First National City Bank, as trustee, in presence of:

1

/s/ T. E. Minori

/s/ Enzo L. Carbocci

FIRST NATIONAL CITY BANK, as Trustee,

By /s/ E. J. Jaworski
Trust Officer

ATTEST:

/s/ Richard D. Rein
Associate Trust Officer

Signed sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as trustee, in presence of:

/s/ E. Parets

/s/ M. Culhane

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee

By /s/ D. G. Hope
Trust Officer

ATTEST:

/s/ W. W. Brewer
Assistant Secretary

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 31 day of December, in the year 1973, before me, Phyllis Bucchieri, a notary public, personally appeared S. Burg, to me known to be a Vice President of Bankers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 31 day of December, 1973.

/s/ Phyllis Bucchieri
Notary Public
City, County and State of New York
My Commission expires

Phyllis Bucchieri
Notary Public, State of New York
No. 24-0474715
Qualified in Kings County
Certificate filed in New York County
Commission expires March 30, 1975

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 8th day of January, in the year 1974, before me, John J, Neubauer, a notary public, personally appeared E. J. Jaworski, to me known to be a Trust Officer of First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand an official seal this 8th day of January, 1974.

/s/ John J. Neubauer
Notary Public
City, County and State of New York
My commission expires

John J. Neubauer
Notary Public, State of New York
No. 03-2869750
Qualified in Bronx County
Certificate filed in New York County
Term expires March 30, 1975

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 10th day of January, in the year 1974, before me, Frank Schlierf, a notary public, personally appeared D. G. Hope, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and tht said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said D. G. Hope acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 10th day of January, 1974.

/s/ Frank Schlierf
Notary Public
City, County and State of New York
My commission expires

Frank Schlierf
Notary Public, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1975

Superior, Wisconsin - Sale of former N.P. land to Lakehead Pipe Line Co., Inc.

Exhibit "A"

Those portions of Block 10 on West 21st Street, of the West Half (W 1/2) of Block 9 on West 23rd Street, od the East Half (E 1/2) of Block 11 on West 23rd St. all in the Townsite of Superior, Douglas County, Wisconsin, lying southerly and southeasterly of a line parallel with and distant 50 feet southerly, measured at right angles, from the center line of the Burlington Northern Inc. Dock Track as the same is now constructed and operated.

Together with all interest which would accrue to Burlington Northern Inc, upon the vacation of those portions of the North Half (N 1/2) of West 23rd Street, of West 22nd Street, of 26th Avenue East, and of the West Half (W 1/2) of 27th Avenue East, lying adjacent to the above described premises in said Townsite of Superior, lying southerly and southeasterly of a line parallel with and distant 50 feet southerly, measured at right angles, from said Ore Dock Track.

STATE OF WISCONSIN)
Department of State) ss.
Received this 20th day of
Feb. A. D. 19 74 at 2
o'clock P.M. and recorded in Vol.
50 of R.R.M.
on page 186-188
Secretary of State

P-7835

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1972 in Volume 50 of RRM on pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto INCAN SHIPS LIMITED ----------

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the City of Superior, County of Douglas, and the State of Wisconsin ----------

and described as follows, to-wit:

PARCEL NO. ONE:

That portion of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Forty-nine (49), Range Fourteen (14) West, bounded and described as follows: Beginning at the East Quarter corner of said Section Sixteen (16), thence running West on the East and West center line of said Section Nine Hundred Sixty (960) feet; thence North on a line parallel with the East line of said Section 16, Two hundred Sixty-six (266) feet; for a point and place of beginning, commencing then at the point of beginning and running North parallel to the East line of said Section 16; One Thousand Seven Hundred and Five and Seventeen One-hundreths (1705.17) feet; thence Westerly at right angles with said last mentioned course Seventy-Five (75) feet; thence North and parallel with the East line of said Section to the established dock line to a point which is distant One Thousand Thiryt-Five (1,035) feet West of the East line

of said Section 16; thence Southwesterly on said dock line to a point which is Three Hundred (300) feet due West of the East line of the parcel of land herein described and One Thousand Three Hundred Thirty-Five (1335) feet West of the East line of said Section 16; thence South on a line parallel with the East boundary line of said Section 16 to a point Two Hundred Sixty-Six (266) feet North of said East and West center line of said Section; thence East Three Hundred Seventy-Five (375) feet to the place of beginning, all being in the City of Superior, Douglas County, Wisconsin.

PARCEL NO. TWO:

Part of Government Lot Two (2) in Section Sixteen (16), Township Forty-nine (49), Range Fourteen (14) West, bounded and described as follows: On the West bya line that is West of, parallel with and One Thousand Four Hundred and Eighty-Five (1485) feet distant from the West boundary line of said Section; On the East by a line that is West of, parallel with and One Thousand Three Hundred and Thiry-Five (1335) feet distant from said East boundary line of said Section; On the South by a line that is North of, parallel with and Two Hundred Sixty-Six (266) feet distant from the common boundary line between the States of Wisconsin and Minnesota; said distances being measured at right angles, land containing 13.77 acres, more or less; all being in the City of Superior, Douglas County, Wisconsin.

PARCEL NO. THREE:

A parcel of land in Government Lot 2, Section 16, Range 14, Township 49, described as follows: Beginning at the center of said Section 16; thence North for a distance of 306.0 feet; thence East and parallel to the East and West center line of said Section 16, for a distance of 809.75 feet; thence in a Northeasterly direction, foa a distance of 329.40 feet, this point os the place of beginning and is 100 feet West, measured at right angles from the West line of the above described Parcel No. Two, siad line being sometimes having been referred to as "West boundary line of the C. Reiss Coal Company property"; thence continuing in same Northeasterly direction for a distance of 131.6 feet to the West line of said Parcel Bo. Two; thence North on said West line of Parcel No. Two; to the established dock line; thence following on the established dock line in a Southwesterly direction to a point which is 100.0 feet West of the West line of said Parcel No. Two; thence South and parallel to and 100 feet West from said West line of Parcel No. Two, to the place of beginning; all being in the City of Superior, Douglas County, Wisconsin.

Included in this conveyance is the dock proper and all the right, title and interest of the Chicago and North Western Transportation Compamy in and to the slip both extending along apart of the Easterly side of the aforementioned real estate, and all the right, totle and interest of the Chicago and North Western Transportation Company in and to any rights of way for ingress to and egress from such real estate now existing in the Chicago and North Western Transportation Company.

This conveyance is subject to all railraod rights of way and all easements of whatsoever kind and description which may now exist on the aforedescribed real estate. This conveyance also is subject to the rights of others to use in common with the Grantor the slip aforedescribed.

This document was drafted by the Chicago and North Western Transporation Company, Chicago, Illinois.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 4th day of February A.D., Nineteen Hundred and Seventy-four.

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By /s/ Paul J. Weir
VICE PRESIDENT

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.

/s/ Edward Kolodziycyz

/s/ Gordon McKee

ATTEST:

/s/ R. J. Hill
SECRETARY

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, ELLIS A. BROCK, a notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that PAUL J. WEIR and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and prposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th day of February A.D., Nineteen Hundred and Seventy-four.

/s/ Ellis A. Brock
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

MY Commission as such
Notary Public Expires: October 3, 1977

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of Jan. A.D. 1974 at 2 o'clock P.M. and recorded in Vol. 20 of R.R.M. on page 188-190
Secretary of State

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

BURLINGTON NORTHERN INC.

BURLINGTON NORTHERN INC., a corporation organized and existing underthe General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of Burlington Northern Inc., at a regular meeting held on February 27, 1973, adopted resolutions setting forth a proposed amendment to the Certificate of Incorporation os said corporation, declaring said amendment to be advisable and submitting said amendment to the stockholders of said corporation for consideration thereof. The resolutions setting forth the proposed amendment are attached hereto as Schedule I and made a part hereof.

SECOND: That, thereafter, pursuant to resolutions of the Board of Directors, the proposed amendment was submitted to the stockholders of said corporation entitled to vote thereon at the annual meeting of stockholders held, pursuant to proper notice, on May 10, 1973 and was adopted by a majority of the outstanding stock of said corporation entitled to vote thereon.

THIRD: That said amendment was duly adopted in acoordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said Burlington Northern inc. has caused this certificate to be signed by its Vice President and its Secretary and its corporate seal to be hereunto affixed this 10th day of May, 1973.

BURLINGTON NORTHERN INC.

By /s/ Anthony Kane
Vice President

ATTEST:

/s/
Secretary

. . . . . .

SCHEDULE I

RESOLVED, that it be and hereby is proposed and declared advisable thet the Certificate of Incorporation of theCompany be amended by deleting Article Fourth therefrom in its entirety and substituting in lieu thereof Article Fourth as set forth in Exhibit A attached hereto and made a part hereof.

RESOLVED, that the propsed amendment be submitted to the stockholders of the Company entitled to vote thereon at the annual meeting of stockholders of the Company to be held May 10, 1973, and that information with respect to the proposed amendment be furnished to stockholders with the notice of the annual meeting.

. . . . . .

EXHIBIT A

FOURTH: The total number of shares of all classes of stock which the corporation shall have authority to issue is 33,102,333 shares, of which 3,102,333 shall be Preferred Stock, having a par value of $10.00 per share (hereinafter referred to as the $10 Par Value Preferred Stock"), 5,000,000 shall be Preferred Stock having no par value (herinafter referred to as the "No Par Value Preferred Stock") (such $10 Par Value Preferred Stock and No Par Value Preferred Stock hereinafter referred to collectively as the "Preferred Stock"), and 25,000, 000 shall be Common Stock without par value.

SECTION I.

PROVISIONS RELATING TO PREFERRED STOCK

Part A. $10 Par Value Preferred Stock

1. The Preferred Stock of the corporation authorized immediately following the merger of Great Northern Railway Company and Northern Pacific Railway Company in to the corporation, consisting of 3,102,333 shares having a par value of $10.00 per share, shall constitute a single class of Preferred Stock, shall be designated "$10 Par Value Preferred Stock" and shall have a par value of $10.00 per share.

2. The holders of $10 Par Value Preferred Stock shall be entitled to receive fully cumulative dividends at the rate if 5-1/2 % of the par value per share, and no more, per annum when and as declared by the Board of Directors of the corporation out of funds legally available therefor.

Such dividends in the $10 Par Value Preferred Stock shall be payable quarterly in the first day of each March, June, September and December, commencing September 1, 1973, and shall be paid to holders of record on such respective dates not exceeding 50 days preceding such dividend payment dates as may be determined by the Board of Directors in advance of the payment of the particular dividend. Such dividends shall be accumulative from March 2, 1970 or from the last dividend payment date to which dividends have been paid in full, or declared and set apart for payment, upon all shares of $10 Par Value Preferred Stock, whichever is later.

3. The corporation at any time on or after March 2, 1975, may redeem the whole or from time to time any part of the $10 Par Value Preferred Stock at the time outstanding, at the par value thereof, plus in every case an amount equal to all accrued dividends with respect to each share so to be redeemed, and, in addition thereto, (except with respect to shares redeemed for purposes of the Sinking Funds referred to in paragraph 5 of this Part A) a premium per share payable upon redemption,over and above the par value thereof and any accrued dividends thereon, of $0.50 from March 2, 1975 to and including March 1, 1977; $0.40 from March 2, 1977 to and including March 1, 1979; $0.30 from March 2, 1979 to and including March 1, 1981; $0.20 from March 2, 1981 to and including March 1, 1983; $0.10 from March 2, 1983 to and including March 1, 1985; and such shares shall be redeemable without premium thereafter.

4. In the event of any liquidation, dissolution or winding up of the corporation, before any payment or distribution of the assets of the corporation (whether capital or surplus) shall be made to or set apart for the holders of any class of classes of stock of the corporation ranking junior to the $10 Par Value Preferred Stock upon liquidation, the holders of the shares of the $10 Par Value Preferred Stock shall be entitled to receive a payment at the rate of $10 per share, plus an amount equal to all dividends (whether or not earned or declared) accrued thereon to the date of the final distribution to such holders; provided, however, that upon any voluntary liquidation, dissolution or winding up of the corporation resulting form Government seizure by right of eminent domain), the holders if shares of $10 Par Value Preferred Stock shall be entitled to receive at the time thereof, over and above the par value thereof and any accrued dividends thereon, a premium equal to the then applicable optional redemption premium fixed in paragraph 3 of this Part A.

5. (i) During the year ending December 3, 1976, and during each calendar year thereafter, as and for a Mandatory Sinking Fund the corporation shall retire through redemption in such year in the manner hereinafter provided or through the cancellation of shares purchased in such year at or below $10 per share (plus accrued dividends) 4% of the number of shares of $10 Par Value Preferred Stock outstanding immediately following the merger of Great Northern Railway Company and Northern Pacific Railway Company into the corporation, provided, however, that said redemptions and purxhases may be made only out of the net assests of the corporation legally available therefor remaining after full cumulative dividends upon all shares of the $10 Par Value Preferred Stock then outstanding to the end of the last preceding dividend period shall have been paid, or declared and a sum sufficient for the payment thereof set apart for payment. Subject to the provisions of subparagraph (iv) of this paragraph 5, the number of shares of $10 Par Value Preferred Stock required to be retired in each uear as and for the Mandatory Sinking Fund shall be subject to reduction by the application of credits in respect of the Optional Sinking Fund as provided in subparagraph (ii) of thes paragraph 5 and in respect of shares previously purchased as provided in subparagraph (iii) of this paragraph 5.

(ii) During the year ending December 31, 1976 and during each calendar year thereafter, out of such net assets, as and for an Optional Sinking Fund the corporation may retire through redemption a number of shares up to but not exceeding the number of shares of $10 Par Value Pre-

ferred Stock required to be retired annually as and for the Mandatory Sinking Fund)prior to the application of any credits), and retirements as and for the Optional Sinking Fund may be credited against the number of shares required to be retired as and for the Mandatory Sinking Fund for any subsequent year or years selected by the Board of Directors in its discretion, subject to the provisions of subparagrph (iv) of this paragraph 5; provided, however, that no $10 Par Value Prferred Stock may be retired as and for the Optional Sinking Fund when there exists any deficiency in the Mandatory Sinking Fund. The right to retire $10 Par Value Preferred Stock as and for the Optional Sinking Fund is noncumulative and to the extent not exercised in any year shall terminate.

(iii) There shall be allowed to the corporation as a further credit against the number of shares to be retired as and for the Mandatory Sinking Fund for any year or years selected by the Board of Directors in its discretion, subject to the provisions of subparagraph (iv) of this paragraph 5, shares of $10 Par Value Preferred Stock which the corporation has at any time theretofore purchased at or below $10 per share (plus accrued dividends) and cancelled and which have not theretofore been used for the purpose of any such credit.

(iv) The credits against the Mandatory Sinking Fund provided for by subparagraphs (ii) and (iii) of this paragraph 5 may not be applied to reduce the Mandatory Sinking Fund for a particular year when the effect of such application would be to relieve the corporation for more than two consecutive calendar years from the requirement of retiring on such year in the manner specified in the first sentence of subparagrph (i) of this paragrph 5 the number of shares required to be retired annually, prior to the application of said credits, as and for the Mandatory Sinking Fund.

(v) The Mandatory Sinking Fund shall be cumulative, so that if in any calendar year the corporation shall not retire the number of shares required to be retired as and for the Mandatory Sinking Fund after the application of the said credits, the obligation to retire such shares shall continue.

(vi) $10 Par Value Preferred Stock shall be redeemed for the Msndatory or Optional Sinking Fund at the redemption price of $10 per share, plus an amount equal to the dibidends accrued thereon to the redemption date. Shares to be redeemed for the Mandatory or Optional Sinking Fund shall be selected, and notice of redemption shall be given, as provided inparagrpah 2 pf Part C of this Section, and the corporation shall pay on such redemption from its general funds an amount equal to the accrued dividends on the shares so called for redemption.

6. Shares of $10 Par Value Preferred Stock redemmed, purchased or otherwise acquired by the corporation (whether for the Sinking Funds or otherwise) may not be reissued.

7. If at any time the corporation shall have failed to pay dividends in full on yhe $10 Par Value Preferred Stock, thereafter and until dividends in full, including all dividends on the $10 Par Value Preferred Stock oustanding accrued to the last preceding quarterly dividend payment date, shall have been declared and set apart for payment or paid, (a) the corporation without the affirmative vote or consent of the holders of at least 66-2/3% of all the $10 Par Value Preferred Stock at the time outstanding, given in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose, shall not redeem less than all of the $10 Par Value Preferred Stock except in accordance with a purchase offer made in writing to all holders of $10 Par Value Preferred Stock upon such terms as the Board of Directors in its sole discretion shall determine (which determination shall be final and conclusive) to be fair and equitable; provided, however, that nothing will prevent the corporation from completing the redemption of sahres of $10 Par Value Preferred Stock as and for the Mandatory or Optional Sinking Fund,

the notice of redemption of which was mailed prior to such failure.

8. Except when otherwise herein or by the laws of the State of Delaware specifically provided, the holders of the $10 Par Value Preferred Stock shall not be entitled to vote on any question or in any proceedings or to be represented at or to receive notice of any meeting of stockholders of the corporation, provided, however, that whenever dividends payable on the $10 Par Value Preferred Stock shall be in default in an aggregate amount equivalent to six full quarterly dividends, the holders of the $10 Par Value Preferred Stock shall have the exclusive and special right, voting as a single class separately from the holders of any other class of stock of the corporation, to elect at the next annual meeting of the stockholders of the corporation two directors of the corporation and the remaining directors shall be elected by the other class or classes of stock entitled to vote therefor. Such right of election shall continue until such time as all dividiends accumulated on the $10 Par Value Preferred Stock shall have been paid in full, or declared and set apart for payment, at which time such right of election shall terminate, subject to revesting in the event of each and every subsequent default in an aggregate amount equivalent to six full quarterly dividends. In the exercise of the special voting rights provided in this paragraph 8, the holders of the $10 Par Value Preferred Stock shall have one vote per share. Nothing herein contained shall in any way restrict the power of the Board of Directors to increase or decrease the number of directors in accordance with the laws of the State of Delaware and the By-Laws of the corporation.

9. At any annual meeting of stockholders at which the holders of the $10 Par Value Preferred Stock shall have the right of election provided in paragraph 8 of this part A, the presence, in person or by proxy, of the holders of a majority of the $10 Par Value Preferred Stock shall be required to consitute a quorum of the $10 Par Value Preferred Stock for the election of any director by the holders of the $10 Par Value Preferred Stock. At any such meeting or adjournment thereof, (a) the absence of a quorum of the $10 Par Value Preferred Stock shall not prevent the election of the directors to be elected by the other calss or classes of stock entitled to vote therfor, and the absence of a quorum of such other class or classes of stock shall not prevent the election of the directors to be elected by the $10 Par Value Preferred Stock, and (b) in the absence of either or both of such quorums, a majority of the holders present in person or by proxy of the stock or staocks which lack a quorum shall have power to adjourn the meeting gor the election of directors which thery are entilted to elect, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

10. The directors elected by the holders of the $10 Par Value Preferred Stock in exercise of the right of election provided in paragraph 8 of this part A shall continue in office until their successors shall have been elected by such holders or until termination of such right of election. The vacancies in the Board of Directors so occurring upon the termination of such right of election shall be filled by the majority vote of the remaining directors. Any vacancies in the Board of Directors occurring during any period when the holders of the $10 Par Value Preferred Stock have such right of election shall be filled only by vote of a majority (even if that be only a single director) of the remaining directors theretofore elected by the holders of the class or classes of stock which elected the director whose office shall have become vacant.

11. So long as any $10 Par Value Preferred Stock is outstanding, the corporation will not:

(a) declare, or pay, or set apart for payment, any dividends payable in shares of stock of the corporation ranking junior to the $10 Par Value Preferred Stock, both as to dividends and upon liquidation) or make any distribution, on any class or classes of stock of the cor-

poration ranking junior to the $10 Par Value Preferred Stock either as to dividends or upon liquidation, and will not redeem, purchase or otherwise acquire, whether voluntarily, for a mandatory or optional sinking or retirement fund or otherwise, or permit any subsidiary to purchase or otherwise acquire, any shares of any such junior class if at the time of making such declaration, payment, distribution, redemption, purchase or acquisition the corporation shall be in default with respect to any dididend payable on the $10 Par Value Preferred Stock or any abligationa to redeem shares of the $10 Par Value Preferred Stock pursuant to any mandatory sinking or retirement fund; provided, however, that the corporation may at any time redeem, purchase or otherwise acquire shares of any such junior class in exchange for, or out of the net cash prodeeds from the substantially concurrent sale of, shares of any class of stock of the corporation ranking junior to the $10 Par Value Preferred Stock both as to dividends and upon liquidation;

(b) without the affirmative vote or consent of the holders of at least 66 - 2/3% of all the $10 Par Value Preferred Stock at the time outstanding, voting together as a single class separately from the holders of any other class of stock of the corporation, geven in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose, (i) create any other class or classes of stock ranking prior to the $10 Par Value Preferred Stock, either as to dividends or upon liquidation, or increase the authorized number of shares of any other class of stock or (ii) amend, alter or repeal any of the provisions of this Article so as adversely to affect the preferences, special rights or powers of the $10 Par Value Preferred Stock; provided, however, that no vote or consent of the $10 Par Value Preferred Stock shall be required for increasing the authorized amount of the $10 Par Value Preferred Stock or for the creation of one or more classes of preferred stock solong as such class or classes do not rank prior to the $10 Par Value Preferred Stock, either as to dividends or upon liquidation;

(c) without the affirmative vote or consent of the holders of at least a majority of all the $10 Par Value Preferred Stock at the time outstanding, voting as a single class separately from the holders of any other class ot stock of the corporation, given in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose voluntarily dissolve, liquidate or wind up.

Part B. No Par Value Preferred Stock

1. The Board of Directors is expressly authorized to adopt, from time to time, a resolution or resolutions providing fot the issue of No Par Value Preferred Stock in one or more series, to fix the number of shares in each such series and to fix the designations and the powers preferences, and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions thereof, of each such series. The authority of the Board of Directors with respect to each such series shall include determination of the following (which may vary as between the different series of No Par Value Preferred Stock):

(a) The number od shares constituting the series and the distinctive designation of the series;

(b) The dividend rate on the shares of the series and the extent, if any, to which dividends thereon shall be cumulative;

(c) Whether or not shares of the series shall be redeemable and, if redeemable, the redemption prices payable on redemption thereof, which orice may, but neen not, vary accordingly to the time or circumstances of such redemption;

(d) The amount or amounts payable upon the shares of the series in the event of voluntary or involuntary liquidation, dissolution or winding up of the sorporation prior to any payment or dsstribution of the assets of the corporation to any class or classes of stock of the corporation ranking junior to the Preferred Stock, provided, however, that the aggregate amount payable upon the shares of all series of No Par Value Preferred Stock upon voluntary or involuntary liquidation shall not exceed $200,000,000;

(e) Whether the shares of the series shall be entitled to the benefit of a sinking or retirement fund to be applied to the purchase or redemption of shares of the series and, if so entitled, the amount of such fund and the manner of its application, including the price or prices at which the shares may be redeemed or purchased through the application of such fund;

(f) Whether the shares of the series shall be convertible into, or exchangeable for, shares of any other class or classes of any other series of the same or any other class or classes of stock of the corporation and, if so convertible or exchangeable, the conversion price or prices,or the rates of exchange, and the adjustments thereof, if any, at which such conversion or ecchange may be made, and any other terms and conditions of such conversion or exchange;

(g) The extent, if any, to which the holders of shares of the series shall be entitled to vote for the election of directors or on any other question or in any proceedings or to be represented at or to receive notice of any meeting of stockholders of the corporation, provided that the $10 Par Value Preferred Stock shall not be adversely affected thereby; and

(h) Any other preferences, privileges and powers, and relative, participating, optional or other special rights, and qualifications, limitations or restrictions of such series as the Board of Directors may deem advisable which shall not affect adversely the $10 Par Value Preferred Stock and which shall not be inconsistent with the provisions of this Certificate of Incorporation.

2. So long as any No Par Value Preferred Stock is outstanding, the corporation will not:

(a) without the affirmative vote or consent of the holders of at least 66-2/3% of all the No Par Value Preferred Stock at the time outstanding, voting together as a single class separately from the holders of any other class of stock of the corporation, given in oerson or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose (i) create any other class or classes of stock ranking prior ti the No Par Value Preferred Stock, either as to dividends or upon liquidation, or increase the authorized number of shares of any such other class of stock or (ii) amend, alter or repeal any of the provisions of this Article so as adversely to affect the preferences, special rights or powers of the No Par Value Preferred Stock; provided, however, that if such amendment, alteration or repeal affects adversely the preferences, special rights or powers of one or more but not all series of No Par Value Preferred Stock at the time outstanding, only the affirmative vote or consent of at least 66-2/3% of the number of shares at the time outstanding of the series so affected shall be required and further provided, that no vote or consent of the Par Vlue Preferred Stock shall be required for increasing the authorized amount of the No Par Value Preferred Stock or for the creation of one or more classe of preferred stock so long as such classes or class do not rank prior to the No Par Value Preferred Stock, either as to dividends or upon liquidation;

(b) Without the affirmative vote or consent of the holders of at least a majority of all the No Par Value Preferred Stock at the time outstanding, voting together as a single class separately from the holders of any other class of stock of the corporation, given in person or by proxy, either in wrinting or by resolution adopted at a special meeting called for the purpose, voluntarily dissolve, liquidate or wind up.

Part C. All Shares of Preferred Stock.

I. All shares of the Preferred Stock shall be of equal rank as to dividends and as to distribution upon kiquidation, dissolution or winding up except to the extent otherwise provided with respect to any series of the No Par Value Preferres Stock by the resolution or resolutions of the Board of Directors creating such series. If dividends shall at any time be declared or paid on shares of the Preferred Stock which are of equal rank as to dividends in any amount less than the full dividends accumulated and unpaid, up to the end of the calendar quarter in which such dividend is paid, on all such outstanding shares, such dividends shall be divided among such shares of Preferred Stock in proportion to the aggregate amounts of dividends accumulated and unpaid, up to the end of such calendar quarter, on all outstanding shares. If, upon any liquidation, dissolution or winding up of the corporation, the assets of the corporation, or prodeeds thereof, distribytable among the holders of the shares of Preferred Stock which are of equal rank as to distribution upon liquidation, dissolution or winding up shall be insufficient to pay in full the preferential amount payable with respect to such shares, then such assets, or the proceeds thereof, shall be distributed among such holders ratably in accordance with the respective amounts which would be payable on such shares of all amounts payable thereon were paid in full.

2. The provisions of this paragraph 2 shall be applicable to the redemption of $10 Par Value Preferred Stock an, except to the extent, if any, otherwise provided with respect to any series of No Par Value Preferred Stock in the resolution or resolutions of the Board of Directors creating such series, to the redemption of any series of No Par Value Preferred Stock which is redeemable under the resolution or resolutions of the Board of Directors creating such series:

(a) In the case of any redemption of Preferred Stock, whether with or without premium, notice of redemption shall be mailed at least 30 days in advance of the date designated for such redemption to the holders of record of the shares of Preferred Stock so to be redeemed at their respective addresses as the same shall appear on the books of the corporation. In order to facilitate the redemption of any shares of Preferred Stock that may be selected for redemption as provided in this paragraph 2, the Board of Directors is authorized to cause the transfer books of the corporation to be closed as to such shares at any time not exceeding 50 days prior to the date designated for redemption thereof. In case of the redemption of less than all of the $10 Par Value Preferred Stock at the time outstanding, the shares so to be redeemed shall be selected by lot or in such other equitable manner as the Board of Directors may determine.

(b) If said notice shall have been given as aforesaid, and if on or before the redemption date the funds necessary for such redemption shall have been set aside by the corporation, separate and apart from its other funds, for the pro rata benefit of the holders of the shares so called for redemption, then, notwithstanding that any certificates for shares of Preferred Stock so called for redemption shall not have been surrendered for cancellation, the shares represented thereby shall no longer be deemed outstanding, the right to receive dividends thereon shall cease to accrue from and after the date for redemption so desiganted and all rights of holders of the shares of Preferred Stock so called for redemption shall forthwith, after such redemption date, cease and terminate, except the right, if any, of the holders of such shares to convert such shares on or before thr third day prior to the date designated for such redemption or any other date (not later than the date designated for such redemption) specified in the resolution or resolutions of the Board of Directors creating the series of Preferred Stock of which such shares are a part. Any moneys so set adide by the corporation after which reversion the holders of such shares so called for redemption shall look only to the corporation for payment of the amount payable to them upon such redemption and such shares shall still not be deemed to be outstanding. Any moneys so set aside by

the corporation and unclaimed at the end of six years from the date fixed for such redemption shall revert to the gerneral funds of the corporation after which reversion the holders of such shares so called for redemption shall look only to the corporation for payment of the amount payable to them upon such redemption and such shares shall still not be deemed to be outstanding. Any moneys so set aside by the corporation which shall not be required for such redemption because of the excercise of any conversion right of any shares to be redeemed shall revert to the general funds of the corporation forthwith.

3. No holder of Preferred Stock as such shall have any preemptive right to subscribe to stock, obligations, warrants. rights to subscribe to stock or other securities of the corporation of any class, whether now or hereafter authorized.

4. For the purposes of this Article:

(a) The term "subsidiary" shall mean any corporation of which the corporation, directly or indirectly, owns or controls such number of shares of outstanding stock as have ordinary voting power to elect a majority of the Board of Directors of such corporation;

(b) The term "outstanding", when used in reference to shares of stock, shall mean issued shares, excluding shares held by the corporation of a subsidiary and shares called for redemption funds for the redemption of which shall have been set aside pursuant to paragraph 2 of this part C;

(c) The amount of dividends "accrued" on any share of Preferred Stock as at any quarterly dividend payment date shall be the amount of any unpaid dividends accumulated thereon to and including such quarterly dividend payment date, whether ir not earned or declared, and the amount of dividends "accrued" on any share of Preferred Stock as at any date other than a quarterly dividend payment date shall be the amount of dividends accrued thereon as at the last preceding quarterly dividend payment date plus an amount equivalent to interest on the par value of such share at the annual dividend rate from the period after such last preceding quarterly dividend payment date to and including the date as of which the calculation is made;

(d) Any class, classes or series of stock of the corporation shall be deemed to rank

(i) Prior to any other class, classes of series of stock of the corporation either as to dividends or upon liquidation if the holders of such class, classes or series shall be entitled to the receipt of dividends or of amounts distributable upon liquidation, dissolution or winding up, as the case may be, in preference or priority to the holders of the class, classes or series as to which such determination is being made;

(ii) junior to any class, classes or series of stock of the corporation either as to dividends of upon liquidation of the rights of the holders of such class, classes or series shall be subject or subordiante to the rights of the holders of the class, classes or series as to which such determination is being made in respect of the receipt of dividends or of amounts distributable upon liquidation, dissolution or winding up, as the case may be.

SECTION II

PROVISIONS RELATING TO COMMON STOCK

1. At all times each holder of Common Stock of the corporation shall be entitled to one vote for each share of such Stock standing in the name of such holder on the books of the corporation. This paragraph shall not affect the special voting rights, if any, of any class or series of the Preferred Stock whether hereinabove or in the resolution or resolutions of the Board of Directors creating any series of No Par Value Preferred Stock set forth.

2. No holder of the Common Stock as such shall have any preemptive right to subscribe to stock, obligations, warrants, rights to subscribe to stock or other securites of the corporation of any class, whether now or hereafter authorized.

3. The rights of holders of the Common Stock shall be subject and subordinate to the rights of the holders of the Preferred Stock in respect of dividends and amounts distributable upon liquidation, dissolution or winding up.

. . . . . .

STATE OF DELAWARE

Office of Secretary of State

I, ROBERT H. REED, Secretary of State of the State of Delaware, Do hereby certify that the above and foregoing is a true and correct copy of Certificate of Amendment of the "BURLINGTON NORTHERN INC.", as received and filed in this office the tenth day of May, A. D. 1973, at 3:30 o'clock P. M.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this twenty-second day of June in the year of our Lord one thousand nine hundred and seventy-three.

/s/ Robert H. Reed
Secretary of State

/s/ M. Biddee
Ass't Secretary of State

STATE OF WISCONSIN
Department of State } ss.
Received this 21st day of March A. D. 1974 at 2 P o'clock M. and recorded in Vol. 50 of R.R.M. on page 190-199
Secretary of State

RESTATED CERTIFICATE OF INCORPORATION

OF

BURLINGTON NORTHERN INC.

This Restated Certificate of Incorporation was duly adopted by the Board of Directors of BURLINGTON NORTHERN INC., a Delaware corporation, in accordance with the provisions of Section 245 of the General Corporation Law of The State of Delaware, and only restates and integrates and does not further amend the provisions of the corporation's Certificate of Incorporation as heretofore amended or supplemented, and there is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation. The corporation was originally incorporated in the State of Delaware under the name "Great Northern Pacific & Burlington Lines, Inc." and its original Certificate of Incorporation was filed with the Secretary of State of Delaware on January 13, 1961.

FIRST: The name of the corporation is BURLINGTON NORTHERN INC.

SECOND: The principal office of the corporation in the State of Delaware is located at 100 West 10th Street in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company.

THIRD: The nature of the business, or objects or purposes to be transacted, promoted or carried on by the corporation are as follows:

1. To engage in any and all branches of the business of transportation, whether by railroad, motor vehicle, pipe line, water, air, or any other means of conveyance whatsoever now in existence or hereafter invented or developed.

2. To acquire by purchase, merger, consolidation, lease, sublease, or otherwise, and pay for in cash or in stocks, bonds, or other securities of the corporation or otherwise, the whole or any part of the franchises, good-will, rights, assets and property of any railroad or transportation company or any oil, gas, coal, or other mineral company or any timber or other natural resource company or other person, firm, association, corporation, joint-stock company, syndicate, trust, body politic or other entity.

3. To purchase, invest in, lease, sublease or otherwise acquire and to own, mortgage, lease, sublease, sell or otherwise dispose of franchises, rights of way, easements, permits and other rights and privileges of every type, whether granted by the United States, any state, district or territory thereof, any municipality, any foreign country, any other body politic, or any subdivision or agency of any of the foregoing, or any person, firm, association, corporation, join-stock company, syndicate, trust, or other entity, and to exercise, insofar as may be permitted by any general or special law of any state or body politic, the right of eminent domain.

4. To take, purchase, invest in, lease, sublease or otherwise acquire improved and unimproved real property (including without limitation property granted to it by any government or individual and property deemed suitable for, or for use in connection with, the production of oil, gas, coal or other minerals and timber or other natural resources), and any interest of any kind therein, and to own, improve, develop, manage, mortgage, lease, sublease, sell or otherwise dispose of any real property or interest therein now owned or hereafter acquired by the corporation, and to build, rebuild, alter, improve and remove any buildings or other structures on real property now or hereafter owned by the corporation, or in which the corporation holds or shall hereafter hold any interest, and to engage in any and all branches of the hotel, innkeeping and restaurant business.

5. To drill for, mine, produce, manufacture, refine, handle and dispose of oil, gas, coal and other minerals, to build, repair, and maintain wells, mines, pipe lines, refineries, plants and other facilities in connection with, and generally to engage in the oli, gas, coal and other mineral business and branches thereof.

6. To do a timberland and general lumber and wood products business in all of the branches thereof, to build, repair and maintain plants, mills and other facilities in connection therewith, and to manufacture,own, sell and otherwise dispose of all lumber, lumber products, pulp, paper, logs and timber of every discretion.

7. To purchase, invest in, lease, sublease or otherwise acquire water rights and water supplies and any interest of any kind therein, and to own, improve, develop, mange, mortgage, lease, sublease, sell or otherwise dispose of any water rights or water supplies now owned or hereafter acwuired by the corporation, and to build, rebuild, alter, improve and remove any pipe lines, reservoirs, dams, ditches and appurtenances useful or necessary in connection with the ownership, improvement, development or management of such water rights and water supplies.

8. To engage in the elevator business, the warehouse business and in any service business of any kind or character whatsoever which may lawfully be performed by a Delaware corporation.

9. To manufacture, purchase, invest in, lease, sublease or otherwise acquire and to own, mortgage, lease, sublease, sell or otherwise dispose of, and to trade, deal in and deal with, goods, wares and merchandise and personal property of every class and description.

10. To purchase, subscribe for, lease, sublease or otherwise acquire and to own, hold for investment, mortgage, pledge, lease, sublease or otherwise dispose or the stocks, bonds, debentures, notes, bank acceptances and other eveidences of indebtedness or other securities of any person, firm, association, corporation, joint-stock company, syndicate, trust, government or body politic, and to loan and advance money upon mortgages on real property amd pledges of personal property or upon either of them, whether the objective of any of the foregoing be current income or gain in capital or principal or acquisition of interests useful in the business of the corporation.

11. To promote, finance, aid or assist, financially or otherwise, in any manner, whether by loan, subsidy, guaranty or otherwise, those issuing or having power to issue creating or responsible for any securities referred to in the foregoing paragraph 10, or those whose business or affairs the corporation shall have an interest, and in connection therewith to guarantee or become surety for the performance of any undertaking or obligation or the payment of dividends on stock.

12. To enter into, make and perform contracts of every kind and description, with any person, firm, association, corporation, joint-stock company, syndicate, trust, body politic or any other entity.

13. To borrow money and from time to time to make, accept, endorse, execute and issue bonds, debentures, promissory notes, bills of exchange,or other eveidences of indebtedness of the corporation for moneys borrowed or in payment for property acquired, or for any of the other objects or purposes of the corporation or its business, and to secure the payment of any such indebtedness by mortgage, pledge, deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of or agreement with regard to, all or any part of the property, real or personal. or rights or priviliges of the corporation whereever situated, whether now owned or hereafter to be acquired, or to make, accept, endorse, execute and issue bonds, debentures, promissory notes,

bills of exchange, or other evidences of indebtedness without any such security, and to sell, pledge or otherwise dispose of any or all such bonds, debentures, promissory notes, bills of exchange, or other evidences of indebtedness.

14. To purchase, invest in, lease, sublease or otherwise acquire and to own, grant licenses in respect of, mortgage, lease, sublease, sell or otherwise dispose of letters of patent of the United States or any foreign country, patent rights, licenses, and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of the corporation.

15. To purchase, lease, sublease or otherwise acquire and to own, mortgage, pledge, lease, sublease, sell or otherwise dispose of, and deal in and with, shares of its own capital stock and its bonds, debentures, other evidences of indebtedness and other securities to the extent permitted by the laws of the State of Delaware.

16. To have one or more offices, and to carry on all or any of its operations and business on any of the states. districts, territories or possesions of the United States, and in any and all foreign countries, subject to applicable law.

17. To engage in any other lawful business for the transaction of which corporations may be organized under the General Corporation Law of the State of Delaware and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the General Corporation Law of the State of Delaware, and to do any or all of the things hereinbefore set forth to do the same extent as any natural person might or could do, and to exercise any of the aforesaid powers, directly or through one or more subsidiaries, domestic or foreign, by itself or in collaberation with others.

Notwithstanding any other provision contained herein, the corporation shall not be authorized to construct, maintain or operate public utilitees within the State of Delaware.

The provisions of thes Article Third shall be construed both as purposes and powers and each as an independent purpose and power. The enumeration of specific purposes and powers shall not be held to limit or restrict in any manner the purposes and poers of the corporation, and the purposes and powers therein specified shall be in nowise limited or restricted by reference to, or inference from, the terms of any provision of this or any other Article of this Certificate of Incorporation.

FOURTH: The total number if shares of all classes of stock which the corporation shall have authority to issue is 33,102,333 shares, of which 3,102,333 shall be Preferred Stock, haveing a par value of $10.00 per share (hereinafter referred to as the "$10 Par Value Preferred Stock"), 5,000,000 shall be Preferred Stock having no par value (herinafter referred to as the "No Par Value Preferred Stock") (such $10 Par Value Preferred Stock and No Par Value Preferred Stock being hereinafter referred to collectively as the "Preferred Stock"), and 25,000, 000 shall be Common Stock without par value.

SECTION I--PROVISIONS RELATING TO PREFERRED STOCK

Part A. $10 Par Value Preferred Stock.

1. The Preferred Stock of the corporation authorized immediately following the merger of Great Northern Railway Company and Northern Pacific Railway Company in to the corporation, consisting od 3,102,333 shares haveing a par value of $10.00 per share, shall constitute a single class of Preferred Stock, shall be designated "$10 Par Value Preferred Stock" and shall have a par value of $10.00 per share.

2. The holders of $10 Par Value Preferred Stock shall be entitled to receive fully cumulative dividends at the rate of 5 1/2% of the par value per share, and no more, per annum when and as declared by the Board of Directors of the corporation out of funds available therfor.

Such dividends in the $10 Par Value Preferred Stock shall be payable quarterly on the first day of each March, June, September and December, commencing September 1, 1973, and shall be paid to holders of record on such respective dates not exceeding 50 days preceding such dividend payment dates as may be determined by the Board of Directors in advance of the payment of the particular dividend. Such dividends shall be cumulative from March 3, 1970 or from the last dividend payment date to which dividends have been paid in full, or declared and set apart for payment, upon all shares of $10 Par Value Preferred Stock, whichever is later.

3. The corporation at any time onor after March 2, 1975, may redeem the whole or from time to time any part of the $10 Par Value Preferred Stock at the time outstanding, at the par value thereof, plus in every case an amount equal to all accrued dividends with respect to each share so to be redeemed, and, in addition thereto, (except with respect to each purposes of the Sinking Funds referred to in paragraph 5 of this Part A) a premium per share payable upon redemption, over and above the par value thereof any accrued dividends thereon, of $0.50 from March 2, 1975 to and including March 1, 1977; $0.40 from March 2, 1977 to and including March 1, 1979; $0.30 from March 2, 1979 to and including March 1, 1981; $0.20 from March 2, 1981 to and including March 1, 1983; $0.10 from March 2, 1983 to and including March 1, 1985; and such shares shall be redeemable without premium thereafter.

4. In the event of any liquidation, dissolution or winding up of the corporation, before any payment or distribution of the assets of the corporation (whether capital of surplus) shall be made to or set apart for the holders of any class or classes of stock of the corporation ranking junior to the $10 Par Value Preferred Stock upon liquidation, the holders of the shares of the $10 Par Value Preferred Stock shall be entitled to receive a payment at the rate of $10 per share, plus an amount equal to all dividends (whether or not earnd or declared) accrued thereon to the date of final distribution to such holders; provided, however, that upon any voluntary liquidation, dissolution or winding up of the corporation (including any liquidation, dissolution, or winding up of the corporationresulting from Government seizure by right of eminent domain), the holders of shares of $10 Par Value Preferred Stock shall be entitled to receive at the time thereof, over and above the par value thereof and any accrued dividends thereon, a premium equal to the then applicable optional redemption premium fixed in paragraph 3 of this Part A.

5. (i) During the year ending December 31, 1976, and during each calendar year thereafter, as and for a Mandatory Sinking Fund the corporation sahll retire through redemption in such year in the manner hereinafter provided or through the cancellation of shares purchased in such

year at or below $10 per share (plus accrued dividends) 4% of the number of shares of $10 Par Value Preferred Stock outstanding immediately following the merger of Great Northern Railway Company and Northern Pacific Railway Company into the corporation, provided, however, that said redemptions and purchases may be made only out of the net assets of the corporation legally avilable therfor remaining after full cumulative dividends upon all shares of the $10 Par Value Preferred Stock then outstanding to the end of the last preceding dividend period shall have been paid, or declared and a sum sufficient for the payment thereof set apart for payment. Subject to the provisions of subparagraph (iv) of this paragraph 5, the number of shares of $10 Par Value Preferred Stock required to be retired in each year as and for the Mandatory Sinking Fund shall be subject to reduction by the application of credits in respect of the Optional Sinking Fund as provided in subparagraph (ii) of this paragraph 5 and in respect of shares previously purchased as provided in subparagraph (iii) of this paragraph 5.

(ii) During the year ending December 31, 1976 and during each calendar year thereafter, out of such net assets, as and for an Optional Sinking Fund the corporation may retire through redemption a number of shares up to but not exceeding the number of shares of $10 Par Value Preferred Stock required to be retired annually as and for the Mandatory Sinking Fund (prior to the application of any credits), and requirements as and for the Optional Sinking Fund may be credited against the number of shares required to be retired as and for the Mandatory Sinking Fund for any subsequent year or years selected by the Board of Directors at its discretion, subject to the provisions of subparagraph (iv) of thisparagraph 5; provided, however, that no $10 Par Value Preferred Stock may be retired as and for the Optional Sinking Fund when there exists any deficiency in the Mandatory Sinking Fund. The right to retire $10 Par Value Preferred Stock as and for the Optional Sinking Fund is noncumulative and to the extant not exercised in any year shall terminate.

(iii) There shall be allowed to the corporation as a further credit against the number of shares to be retired as and for the Mandatory Sinking Fund for any year or years selected by the Board of Directors to its discretion, subject to the provisions of subparagraph (iv) of this paragraph 5, shares of $10 Par Value Preferred Stock which the corporation had at any time theretofore purchased at or below $10 per share (plus accrued dividends) and cancelled and which have not theretofore been used for the purpose of any such credit.

(iv) The credits against the Mandatory Sinking Fund provided by subparagraphs (ii) and (iii) of this paragraph 5 may not be applied to reduce the Mandatory Sinking Fund for a particular year when the effect of such application would be to relieve the corporation for more than two consecutive calendar years from the requirement of retiring in such year in the manner specified in the first sentence of subparagraph (i) of this paragraph 5 the number of shares required to be retired annually, prior to the application of said credits, as and for the Mandatory Sinking Fund.

[illegible]

(v) The Mandatory Sinking Fund shall be cumulative, so that if in any calendar year the corporation shall not retire the number of shares required to be retired as and for the Mandatory Sinking Fund after the application of the said credits, the obligation to retire such shares shall continue.

(vi) $10 Par Value Preferred Stock shall be redeemed for the Mandatory or Optional Sinking Fund at the redemption price of $10 per share, plus an amount equal to the dividends accrued thereon to the redemption date. Shares to be redeemed for the Mandatory or Optional Sinking Fund shall be selected, and notice of redemption shall be given, as provided in paragraph 2 of Part C of this section, and the corporation shall pay on such redemption from its general funds an amount equal to the accrued dividends on the shares so called for redemption.

6. Shares of $10 Par Value Preferred Stock redeemed, purchased or otherwise acquired by the corporation (whether for the Sinking Funds or otherwise) may not be reissued.

7. If at any time the corporation shall have failed to pay dividends in full on the $10 Par Value Preferred Stock, thereafter and until dividends in full, including all dividends on the $10 Par Value Preferred Stock outstanding accrued to the last quarterly dividend payment date, shall have been declared and set apart for payment and paid, (a) the corporation without the affirmative vote or consent of the holders of at least 66 2/3% of all the $10 Par Value Preferred Stock at the time outstanding, given in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose, shall not redeem less than all of the $10 Par Value Preferred Stock at such time outstanding and (b) neither the corporation nor any subsidiary shall purchase any $10 Par Value Preferred Stock accept in accordance with a purchase offer made in writing to all holders of $10 Par Value Preferred Stock upon such terms as the Board of Directors , in their sole discretion shall determine (which determination sahll be final and conclusive) to be fair and equitable; provided, however, that nothing shall prevent the corporation from completing the redemption of shares of $10 Par Value Preferred Stock as and for the Mandatory or Optional Sinking Fund, the notice of redemption of which was mailed prior to such failure.

8. Except when otherwise herein or by the laws of the State of Delaware specifically provided, the holders of the $10 Par Value Preferred Stock shall not be entitled to vote on any question or in any proceedings or to be represented at or to receive notice of any meeting of stockholders of the corporation, provided, however, that whenever dividends payable on the $10 Par Value Preferred Stock shall be in default in an aggregate amount equivalent to six full quarterly dividends, the holders of the $10 Par Value Preferred Stock shall have the exclusive and special right, voting as a single class separately from the holders of any other class or classes of stock of the corporation, to elect at the next annual meeting of the stockholders of the corporation two directors of the corporation and ther remaining directors to be elected by the other class of classes of stock entitled to vote therefor. Such right of election shall continue until such time as all dividends accumulated on the $10 Par Value Preferred Stock shall have been paid in full, or declared and set apart for payment, at which time such rights of election shall terminate, subject to revesting iin the event of each and every subsequent default in an aggregate amount equivalent to six full quarterly dividends. In the exercise of the special voting rights provided in this paragraph 8, the holders of the $10 Par Value Preferred Stock shall have one vote per share. Nothing contained herein shall in any way restrict the power of the Board of Directors to increase or decrease the number if directors in accordance with the laws of the State of Delaware and the By-Laws of the corporation.

9. At any annual meeting of stockholders at which the holders of the $10 Par Value Pre-

ferred stock shall have the right of election provided in paragraph 8 of this Part A, the presence, in person or by proxy, of the holders of a majority of the $10 Par Value Preferred Stock shall be required to constitute a quorum of the $10 Par Value Preferred Stock fro the election of any director by the holders of the $10 Par Value Prefe.red Stock. At any such meeting or adjournment thereof, (a) the absence of a quorum of the $10 Par Value Preferred Stock shall not prevent the election of the directors to be elected by the other class or classes of stock entitled to vote therefor, and the absence of a quorum of such other class or classes of stock shall not prevent the election of the directors to be elected by the $10 Par Value Preferred Stock, and (b) in the absence of either or both such quorums, a majority of the holders present in person or by proxy of the stock or stocks which lack a quorum shall have the power to adjourn the meeting for the lection of directors which they are entitled to elect, from time to time, without notice other than the announcement at the meeting, until a quorum shall be present.

10. The directors elected by the holders of the $10 Par Value Preferred Stock in exercise of the right of election as provided in paragraph 8 of this Part A shall continue in office until their successors shall have been elected by such holders or until termination of such right of election. The vacancies in the Board of Directors so occurring upon the termination of such right of election shall be filled by the majority vote of the remaining dorectors. Any vacancies on the Board of Directors occurring during any period when the holders of the $10 Par Value Preferred Stock have such right of election shall be filled only by vote of a majority (even if that be only a single director) of the remaining directors theretofore elected by the holders of the class or classes of stock which elected the director whode offive shall have become vacant.

11. So long as any $10 Par Value Preferred Stock is outstanding, the corporation will not:

(a) decalre, or pay, or set apart for payment, and dividends (other than dividends payable in shares of stock of the corporation ranking junior to the $10 Par Value Preferred Stock, both as to dividends and upon liquidation) or make any distribution, on any class or classe of stock of the corporation ranking junior to the $10 Par Value Preferred Stock either as to dividends or upon liquidation, and will not redeem, purchase ormotherwise acquire,whether voluntarily, for a mandatory or optional sinking or retirement fund or otherwise,or permit any subsididary to purchase or otherwise acquire, any shares of anu such junior class or at the time of making such declaration, payment, distribution, redemption, purchase or acquisition the corporation shall be in default with respect to any dividend payment on the $10 Par Value Preferred Stock or any obligation to redeem shares of the $10 Par Value Preferred Stock pursuant to and mandatory sinking or retirement fund; provided, however, that the corporation may at any time redeem, purchase or otherwise acquire shares of any junior ranking class in exchange for, or out of the net cash proceeds from the substantially concurrent sale of, shares of any class of stock of the corporation ranking junior to the $10 Par Value Preferred Stock both as to dividends and upom liquidation;

(b) without the affirmative vote or consent of the holders of at least 66 2/3% of all the $10 Par Value Preferred Stock at the time outstanding, voting together as a single class separately from the holders of any other class of stock of the corporation, given in person or by proxy, either in writing or by resolution adopted at a special meeting cllled for the purpose, (i) create any other class or classes of stock ranking prior to the $10 Par Value Preferred Stock, either as to dividends or upon liquidation, or increase the authorized number of shares of any such other class of stock or (ii) amend, alter or repeal any of the provisions of this Article so as adversely to affect the preferences, special rights or powers of the $10 Par Value Preferred Stock; provided, however, that no vote or consent of the $10 Par Value Preferred Stock shall be acquired fro increasing the authorized amount of the $10 Par Value Preferred Stock or for the creation of one or more classes of preferred stock so long as such class or classe do not rank prior to the $10 Par Value Preferred Stock, either as to dividends or upon liquidation;

(c) without the affirmative vote or consent of the holders of at least a majoruty of all the $10 Par Value Preferred Stock at the time outstanding, voting as a single class separately from the holders of any other class of stock of the corporation, given in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose, voluntarily dissolve, liquidate or wind up.

Part B. No Par Value Preferred Stock.

1. The Board of Directors is expressly authorized to adopt, from time to time, a resolution or resolutions providing for the issue of No Par Value Preferred Stock in one or more series, to fix the number of shares on each such series and to fix the designations and the powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions thereof, of each series. The authority of the Board of Directors with respect to each such series shall include determination of the following (which may vary as between the different series of No Par Value Preferred Stock):

(a) The number of shares constituting the series and the distinctive designation of the series;

(b) The dividend rate on the shares of the series and the extent, if any, to which dividends thereon shall be cumulative;

(c) Whether or not shares of the series shall be redeemable and, if redeemable, the redemption price payable on redemption thereof, which price may, but need not, vary according to the time or circumstances of such redemption;

(d) The amount or amounts payable upon the shares of the series in the event of voluntary or involuntary liquidation, dissolution or winding up of the corporation prior to any payment pr distribution ofthe assets of the corporation to any class or classes of stock of the corporation ranking junior to the Preferred Stock, provided, however, that the aggregate amount payable upon the shares of all series of No Par Value Preferred Stock upon voluntary or involuntary liquidation shall not exceed $200,000,000;

(e) Whether the shares of the series shall be entitled to the benefit of a sinking or retirement fund to be applied to the purchase or redemption of shares of the series and, if so entitled, the amount of such fund and the manner of its application, including the price or prices at which shares may be redeemed ar purchased through application of such fund;

((f) Whether the shares of the series shall be convertible into, or exchangeable for, shares of any other class or classes of any other series of the same or any other class or classes of stock of the corporation and, if so convertible or exchangeable, the conversion price or prices, or the rates of exchange, and the adjustments thereof, if any, at which such conversion or exchange may be made, and any other terms and conditions of such conversion or exchangemay be made, and any other terms and conditions of such conversion or exchange;

(g) The extent, if any, to which the hloders of shares of the series shall be entitled to vote for the election of directors or on any other question or in any proceedings or to be represented at or to receive notice of any meeting of stockholders of the corporation, provided that the $10 Par Value Preferred Stock shall not be adversely affected thereby; and

(h) Any other preferences, privileges and powers, and relative, participating, optional or any other special rights, and qualifications, limitations or restrictions of such series, as the Board of Directors may deem advisable which shall not affect adversely the $10 Par Value Preferred Stock and which shall not be inconsistent with the provisions of this Certificate of Incorporation.

2. So long as any No Par Value Stock is outstanding, the corporation will not:

(a) without the affirmative vote or consent of the holders of at least 66 2/3% of all the No Par Value Preferred Stock at the time outstanding, voting together as a single class separately from the holders of any other class of stock of the corporation given in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose, (i) create any other class or classes of stock ranking prior to the No Par Value Preferred Stock, either as to dividends or upon liquidation, or increase the authorized number of shares of any other such class of stock, or (ii) amend, alter or repeal any of the provisions of thisArticle so as adversely to affect the preferences, special rights, or powers of the No Par Value Preferred Stock; provided, however, that if such amendment, alteration or repeal affects adversely the preferences, special rights or powers of one or more but not all series of No Par Value Preferred Stock at the time outstanding, only the affrimative vote or consent of at least 66 2/3% of the number of shares at the time outstanding of the series so affected shall be required; and provided further, that no vote or consent of the No Par Value Preferred Stock shall be required for increasing the authorized amount of the No Par Value Preferred Stock or for the creation of one or more classes of preferred stock so long as such class or classes do not rank prior to the No Par Value Preferred Stock, either as to dividends or upon liquidation;

(b) without the affirmative vote or consent of the holders of at least a majority of all the No Par Value Preferred Stock atthe time outstanding, voting together as single class separately from the holders ofany other class of stock of the corporation, biven in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose, voluntarily dissolve, liquidate or wind up.

Part C. All Shares of Preferred Stock.

1. All shares of the Preferred Stock shall be of equal rank as to dividends and as to distribution upon liquidation, dissolution or winding up except to the extent otherwise provided with respect to any series if the No Par Value Prferred Stock by the resolution or resolutions of the Board of Directors creating such series, If dividends shall at any time be declared or paid on shares of the Prferred Stock which are of equal rank as to dividends in any amount less than the full dividends accumulated and unpaid, up to the end of the calendar quarter in which such dividends is paid, on all such outstanding shares, such dividends shall be divided among such sahres of Preferred Stock in proportion to the aggregate amounts of dividends accumulated and unpaid, up to the end of such calendar quarter, on all such outstanding shares. If, upon liquidation, dissolution or winding up of the corporation, the assets of the corporation, or proceeds thereof, distributable among the holders of the shares of Preferred Stock which are of equal rank as to distribtuion upon liquidation, dissolution or winding up shall be sufficient to pay in full the preferential amount payable with respect to such shares then such assets, or the prodeeds thereof, shall be distributable among such holders ratably in accordance with the respective amounts which would be payable on such shares of all amounts payable thereon were paid in full.

2. The provisions of this paragraph 2 shall be applicable to the redemption of $10 Par Value Preferred Stock and, except to the extent, if any, otherwise provided with respect to any series of No Par Value Preferred Stock in the resolution or resolutions of the Board of Directors creating such series, to the redemption of any series of No Par Value Preferred Stock which is redeemable under the resolution or resolutions of the Board of Directors creating such series:

(a) In the case of any redemption of Preferred Stock, whether with or without premium, notice of redemption sjall be mailed at least 30 days in advance of the date designated for such redemption to the stockholders of record of the shares of Preferred Stock so as to be redeemed at their respective addresses as the same shall appear on the books of the corporation. In order to facilitate the redemption of any shares of Preferred Stock that may be selected for redemption as provided in this paragraph 2, the Board of Directors is authorized to cause the transfer books of the corporation bo be clsed as to such shares at any time not exceeding 50 days prior to the date designated for redemption thereof. In case of the redemption of less than all of the $10 Par Value Preferred Stock or of any particular series of the No Par Value Preferred Stock at the time outstanding, the shares so to be redeemed shall be selected by lot or in such other equitable manner as the Board of Directors may determine.

(b) If said notice shall have been given as aforesaid, and if on or before the redemption date the funds necessary for such redemption shall have been set aside by the corporation separate and apartform itd other funds, for the pro rata benefit of the holders of the shraes so called for redemption, thenm not woithstanding that any certificates for shares of Preferred Stock so called for redemption shall not have been surrendered for cancellation, the shares represented thereby shall no longer be deemed outstanding, the right to receive dividends thereon shall cease to accrue from and after the date for redemption so desiganted and all rights of holders of the shares of Preferred Stock so called for redemption so designated and all rights of holders of shares of Preferred Stock so called for redemption shall forhtwith, after such redemption date, cease and terminate, except the right of the holders thereof to receive the amount payable to them upon such redemption, without interest, and except the right, if any, of the holders of such shares to convert such shares on or before the third day prior to the date designated for such redemption) specified in the resolution or resolutions of the Board of Directors creating the series of Preferred Stock of which such shares are a part. Any moneys so set aside

by the corporation and unclaimed at the end of six years from the date fixed for such redemption shall revert to the general funds of the corporation after which reversion the holders of such shares so called for redemption shall look only to the corporation for payment of the amount payable to them upon such redemption and such shares shall still not be deemed to be outstanding. Any moneys so set aside by the corporation which shall not be required for such redemption because of the exercise of any conversion right of any shares to be redeemed shall revert to the general funds of the corporation forthwith.

3. No holder of Preferred Stock as such shall have any preemptive right to subscribe to stock, obligations, warrants, rights to subscribe to stock or other securities of the corporation of any class, whether now or hereafter authorized.

4. For the purposes of this Article:

(a) The term "subsidiary" shall mean any corporation of which the corporation, directly or indirectly, owns or controls such number if shares of outstanding stock as have ordinary votingpower to elect a majority if the Board of Directors of such corporation;

(b) The term "outstanding", when used in reference ti shares if stock shall mean issued shares, excluding shares held by the corporation or a subsidiary and shares called for redemption funds for the redemption of which shall be set aside pursuant to paragraph 2 of this Part C;

(c) The amount of dividends "accrued" on any share of Preferred Stock as at any quarterly dividend payment date shall be the amount of any unpaid dividends accumulated thereon to and including such quarterly dividend payment date, whether or not earned or declared, and the amount of dividends "accrued" on any share of Preferred Stock as at any date other than a quarterly dividend payment date shall be the amount of dividends accrued thereon as at the last payment date plus an amount equivalent to interest on the par value of such share at the annual dividend rate for the period after such last preceding quarterly dividend payment date to and including the date as of which the calculation is made;

(d) Any class, classes or series of stock of the corporation shall be deemed to rank
(i) prior to any other class, classes or series of stock of the corporation either as to dividends or upon liwuidation if the holders of such class, classes or series shall be entitled to the receipt of dividends or of amounts distributable upon liquidation, dissolution or winding up, as the case may be, in preference or priority to the holders of the class, classes or series as to which such determination is being made;

(ii) junior to any class, classes or series of stock of the corporation either as to dividends or upon liquidation if the rights if the holders of such class, classes or series shall be subject or subordinate to the rights of the holders of the class, classes or series as to which such determination is being made in respect of the receipt of dividends or of amounts distributable upon liquidation, dissolution or winding up, as the case may be.

SECTION II--PROVISIONS RELATING TO COMMON STOCK

1. At all times each holder of Common Stock of the corporation shall be entitled to one vote for each share of such Stock standing in the name of such holder on the books of the corporation. This paragraph shall not affect the special voting rights, if any, of any class or series of the Preferred Stock whether hereinabove or in the resolution or resolutions of the Board of Directors creating any series of No Par Value Preferred Stock set forth.

2. No holder of the Common Stock as such shall have any preemptive right to subscribe to stock, obligations, warrants, rights to subscribe to stock or other securities of the corporation of any class, whether now or hereafter authorized.

3. The rights of holders of the Common Stock shall be subject and subordinate to the rights of the holders of the Preferred Stock in respect of dividends and amounts distributable upon liquidation, dissolution or winding up.

FIFTH: The minimun amount of capital with which the corporation will commence business is one thousand dollars ($1,000.00).

SIXTH: The corporation os to have perpetual existence.

SEVENTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

EIGHTH: The number of directors of the corporation shall be as from time to time fixed by, or in the manner provided in, its By-Laws and may be increased or decreased as therein provided, but the number thereof shall not be less than three.

NINTH: In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized:

1. To make, amend or repeal the By-Laws if the corporation subject to the power of the stockholders of the corporation having voting power to amend or repeal By-Laws made or amended by the Board of Directors,

2. To remove at any time any officer elected or appointed by the Board of Directors by such vote of the Board of Directors as may be provided fro in the By-Laws. Any other officer of the corporation may be removed at any time by a vote of the Board of Directors, or by any committee or superior officer upon whom such power of removal may be conferred by the By-Laws or by a vote of the Board of Directors.

3. To establish bonus, profit sharing, stock option, stock purchase, retirement or other thypes of incentive or compensation plans for the employees (including officers and directors) of the corporation and to fix the terms of such plans and to determine, or prescribe the method for determining, the persons to participate in any such plans and the amount of their respective participations.

4. From time to time to determine whether and to what extent, and at what time and places and under what conditions and regulations, the accounts and books of the corporation (other than the stock ledger) or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account book or document of the corporation, except as conferred by the laws of the state of Delaware or as authorized by the Board of Directors.

5. To authorize, and to cause to be executed mortgages, pledges, liens and charges upon the real and personal property of the corporation and to issue obligations secured therby

Both stockholders and directors shall have power to hold their meeting, and the corporation may have one or more offices, within or without the State of Delaware, and the books of the corporation may, subject to the laws of the State of Delaware, be kept outside of such State at such places as may from time to time determined by the Board of Directors.

TENTH: No contract or other transaction between the corporation and any other corporation and no other act of the corporation with relation to any other corporation shall, in the absence of fraud, in any way be invalidated or otherwise affected by the fact that any one or more of the directors of the corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation. Any director of the corporation individually, or any firm or association of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the corporation , provided that the fact that he individually or as a member of such firm or association is such a party or so interested shall be disclosed or shall have been known to the Board of Directors; and any director of the corporation who is such a party or so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested. Any director of the corporation may vote upon any contract or other transaction between the corporation and any subsidiary or affiliated corporation without regard to the fact that he is also a directo, officer or employee of such subsidiary or affiliiated corporation.

ELEVENTH: Each of the directors and officers and former directors and officers of the corporation, and each director, officer or employee and former director, officer or employee of the corporation who may have served at its request as a director or officer of a susidiary or of another corporation in which at the time of such request it owned shares, directly or indirectly, of capital stock or of which ot was then a creditor, and his heirs, executor, and administrators, shall be indemnified by the corporation against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or prodeeding in which they, or any of them, are made parties, or a party, by reason of the fact that he, his testator or intestate is or was an offieer or director of the corporation or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer shall be finally adjudged in suvh action, suit or proceeding to be liable for negligence or misconduct in the performance of duty as such director or officer. In the event of a settlement of any such action, suit or proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by counsel that the person to be indemnified did not commit a breach of duty. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled.

TWELFTH: The corporation reserves the right to amend, alter, repeal or change any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights conferred upon stockholders therein are granted subject to this reservation.

IN WITNESS WHEREOF, said Burlington Northern Inc. has caused its corporate seal to be hereunto affixed and this Restated Certificate of Incorporation to signed by one of its Vice Presidents this 10th day of May, 1973.

BURLINGTON NORTHERN INC.

By ...../s/ Anthony Kane.....
Vice President

(Corporate Seal)

...../s/.....
Secretary

.....

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

BE IT REMEMBERED that on this 10th day of May, 1973, personally came before me, a Notary Public in and for the State and County aforesaid. Anthony Kane, a Vice President of Burlington Northern Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument, known to me to be such, and he, as such Vice President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation, that the facts stated therein are true, that the signatures of said Vice President and of the Secretary of said corporation, to said foregoing certificate are in the handwriting of said Vice President and Secretary of said corporation, respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Richard J. Woulfe
Notary Public

(NOTARIAL SEAL)

My Commission expires : April 30, 1977

Richard J. Woulfe
Notary Public, Ramsey County, Minn.

STATE OF DELAWARE

Office of Secretary of State

I, ROBERT H. REED, Secretary of State of the State of Delaware, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Restated Certificate of Incorporation of the "BURLINGTON NORTHERN INC.", as received and filed in this office the tenth day of May, A. D., 1973, at 3:31 o'clock P.M.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this twenty-second day of June in the year of our Lord one thousand nine hundred and seventy-three.

(SEAL)

/s/ Robert H. Reed
Secretary of State

/s/ M. Bidder
Asst. Sec. of State

STATE OF WISCONSIN)
Department of State) ss.
Received this 21st day of
March A. D. 1974 at 2
o'clock P M. and recorded in Vol.
50 of R.R.M.
on page 199-207
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee, an easement for highway purposes, in, on, over and across the following described lands, situated and being in Columbia County, Wisconsin, to-wit:

A parcel of land in Township 11 North, Range 11 East, Section 13, the NW 1/4 of the NW 1/4 thereof; and in Section 14, the NE 1/4 of the NE 1/4 thereof, located from a highway reference line described as follows:

Commencing at the northwest corner of Section 13, Township 11 North, Range 11 East; thence N 89°56'50" E, 18.11 feet; thence S 02°08' E, 160.72 feet to a point of tangency of a curve to the right, said curve being concave to the west and having a radius of 4583.66 feet; thence southerly along said curve to the right 63.88 feet to the point of beginning of the reference line; thence northerly along said curve described above 63.88 feet to a point of tangency of said curve; thence N 02°08' W, 114.49 feet and the end of the reference line.

Said parcel includes all that land of the Grantor lying between a line located 70 feet easterly of and parallel to the above described reference line and the east line and a northerly extension of the east line of Block 1, Original Plat of Doylestown.

RESERVING unto Grantor, its successors and assigns, the right not only to cintinue the use and operation of all existing railroad facilities now located on said land, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title and said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purpose herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice President and by its Asst. Secretary on March 8, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

/s/ J. M. Rekar
Witness

By: /s/ E. J. Stoll
Vice President

ATTEST:

/s/ J. E. Kot
Witness

By: /s/ G. G. Grudnowski
Asst. Secretary

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

. . . . . .

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Personally came before me this March 8, 1974, E. J. Stoll, Vice President and G. G. Grudnowski, Asst. Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Asst. Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.

Raymond H. Keegan, Jr.
Notary Public, Cook County, Illinois
My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN)
Department of State) ss.
Received this 28th day of
March A. D. 1974 at 2
o'clock P M. and recorded in Vol.
50 of R.R.M.
on page 207-208
Secretary of State

ASSIGNMENT

In consideration of the sum of One Dollar, MANEGOLD STONE COMPANY, INC. hereby assigns to HILLVIEW SAND & GRAVEL CORP. the attached agreement dated November 24, 1964, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY and MANEGOLD STONE COMPANY and MANEGOLD CONCRETE CO., INC.

Assignor hereby warrants that in compliance with Paragraph 6 of said agreement it has not previously made three assignments of this same agreement.

In Witness Whereof, MANEGOLD STONE VOMPANY, INC. has caused this assignment to be duly executed by its President and Secretary, this 18th day of February, 1974.

MANEGOLD STONE COMPANY, INC.

By /s/ Lawrence J. Manegold
Lawrence J. Manegold
President

By /s/ Helen Mitchell
Secretary

THIS AGREEMENT, made and entered into this 24th day of November, 1964, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, hereinafter called the "Railroad Company", and MANEGOLD STONE COMPANY and MANEGOLD CONCRETE CO., INC., both of Milwaukee, Wisconsin, hereinafter called "Licensees",

W I T N E S S E T H:

That for and in consideration of the covenants and undertakings by the parties, as hereinafter set forth, the Railroad Company and the Licensees hereby mutually agree as follows:

1. The Railroad Company hereby grants to the Licensees the right, license and privilege to use an existing 24 foot wide crossing at grade over the Railroad Company's two tracks and right-of-way in the Northwest Quarter of the Northeast Quarter of Section 26, Township 7 North, Range 21 East, in the County of Milwaukee and State of Wisconsin, as shown in yellow tint on the plat dated May 3, 1963, hereto attached and made a part hereof.

2. The Railroad Company will, at the sole cost and expense of the Licensees, maintain repair and renew the existing crossing in its tracks at said location.

3. The Licensees shall, at their sole cost and expense, maintain, and repair the approaches to said crossing and, at like expense, provide the nedessary drainage for said crossing, all in a manner that shall meet the approval of the Railroad Company's Chief Engineer.

4. The right, license and privilege herein granted may only be terminated by the written mutual consent of the Railroad Company, Manegold Stone Company and Manegold Concrete Co., Inc.

5. Upon termination of the right, license and privilege herein granted, the Licensees shall promptly, at their sole cost and expense, restore the premises of the Railroad Company to their former state of usefulness. Upon failure of the Licensees to do so, the Railroad Company may perform such work and the Licensees shall reimburse the Railroad Company therefor.

6. The Railroad Company grants to Manegold Stone Company and/or Manegold Concrete Co., Inc. the right to assign the right, license and privilege granted to three (3) additional parties. Either Licensees making an assignment under this paragraph shall notify the Railroad Company of such additional parties having the right to use the crossing. Additional assignments may be made only with the written consent of the Railroad Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In the Presence of:

/s/ E. C. Adams

/s/ W. R. Levi

By /s/ William J. Quinn
President

In the Presence of:

/s/ R. A. Harris

/s/ Lawrence O. Hughes

MANEGOLD STONE COMPANY

By /s/ William R. Manegold
President

COUNTERSIGNED:

By /s/ John R. Manegold
Secretary

STATE OF WISCONSIN) ss.
Department of State)
Received this 15th day of April A. D. 19 74 at 2 o'clock P.M. and recorded in Vol. 30 of C.R.R.M. on page 208-209
Secretary of State

In the Presence of:

/s/ R. A. Harris

/s/ Lawrence O. Hughes

MANEGOLD CONCRETE CO., INC.

By /s/ Lawrence J. Manegold
President

COUNTERSIGNED:

By /s/ Gilbert W. Manegold
Secretary

789555

QUITCLAIM DEED

THIS INDENTURE, made this 22nd day of April, 1974, between GREEN BAY AND WESTERN RAILROAD COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Party of the First Part, and FORT HOWARD PAPER COMPANY, of Green Bay, Wisconsin, Party of the Second Part.

WITNESSETH, That the said Party of the First Part, for and in consideration of the sum of One and 00/100 - - - ($1.00) - - - - - - Dollars, to it paid by the Party of the Second Part, the receipt whereof is hereby acknowledged and confessed, has given, granted, bargained, sold, remised, released, and quit-claimed, and by these presents does give, grant, bargain, sell, remise, release and quit-claim unto the said Party of the Second Part, and to its heirs and assigns forever, the following described real estate, situated in the County of Brown, State of Wisconsin, to-wit:

A tract or parcel of land located in Private Claims #3, #4 & #5, West Side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the Southwesterly corner of Lot 1 of Certified Survey Map recorded in Volume 4 Page 117 of Certified Survey Maps in Brown County Records; thence N 69° - 59' W a distance of 14.09 feet; thence N 26° - 23'-54" E a distance of 746.47 feet; thence S 64° - 06' - 06" E a distance of 154.44 feet; thence S 20° - 04' W a distance of 726.02 feet; thence N 69° - 59' W a distance of 26.54 feet; thence S 26° - 23' - 54" W a distance pf 157.59 feet to the boundary line between Lots 2 and 3 of the aforementioned Certified Survey Map; thence Northwesterly on siad boundary line 65.62 feet along the arc of a curve having a 656.69 foot radius and 131.00 feet along the arc of a curve having a 383.06 foot radius to a point on the Southerly line of Lot 1 of the aforementioned Certified Survey Map; thence N 69° - 59' W a distance of 61.82 feet to the place of beginning. Said parcel containing 3.56319 acres.

The intent of the Grantor herein is to release and relinquish unto the Grantee all reservations, exceptions and options reserved and contained in a certain Special Warranty Deed from the Grantor to the Grantee recorded in the office of the Register of Deeds for Brown County on November 10, 1972 in Volume 1000 of Records at page 166 as Document No. 759388.

This transaction is fee-exempt under the provisions of Sec. 77.25 (3), Wis. Stats.

789555

IN WITNESS WHEREOF, the said GREEN BAY AND WESTERN RAILROAD COMPANY, Party of the First Part, has caused these presents to be signed by H. Weldon McGee its President, and countersigned by R. L. Goethe its Asst. Secretary, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed this 22nd day of April, 1974.

In presence of

/s/ D. W. Holubar

/s/ D. I. Schroeder

GREEN BAY AND WESTERN RAILROAD COMPANY

BY: /s/ H. Weldon McGee
President

Countersigned

BY: /s/ R. L. Goethe
Asst. Secretary

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

Personally came before me this 22nd day of April, 1974, H. Weldon McGee President, and R. L. Goethe Asst. - Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Asst. Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as

such officers as the deed of said Corporation by its authority.

/s/ Francis L. Renard

Notary Public, Brown County, Wisconsin

My Commission Francis L. Renard

NOTARY PUBLIC STATE OF WISCONSIN
My Commission Expires Oct. 12, 1975

(S E A L)

STATE OF WISCONSIN) ss.
Department of State)
Received this 6th day of May A. D. 19 74 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 210-211
Secretary of State

788593

QUITCLAIM DEED

THIS INDENTURE, made this 3rd day of April, 1974, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Party of the First Part, and FORT HOWARD PAPER COMPANY, of Green Bay, Wisconsin, Party of the Second Part.

WITNESSETH, That the said Party of the First Part, for and in consideration of the sum of One and 00/100 - - - ($1.00) - - - - Dollars, to it paid by the said Party of the Second Part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, and quit-claimed, and by these presents does give, grant, bargain, sell, remise release and quit-claim unto the said Party of the Second Part, and to its heirs and assigns forever, the following described real estate, situated in the County of Brown, State of Wisconsin, to-wit:

Those parts of Private Claims 4 and 5, West Side of Fox River, City of Green Bay, Wisconsin, Brown County, described as follows:

PARCEL NO. 1
All of Lot 2 of certifed survey map, recorded in Volume 4, Page 117, Brown County Records, except the following:

Beginning at the southeasterly corner of said Lot; thence N 61° 58' 47" W along the southerly line of said lot 50.00 feet; thence N 26° 23' 54" E 50.73 feet to the boundary line between Lots 2 and 3 of said certified survey map; thence southeasterly on said boundary 57.06 feet along the arc of a 656.69 foot radius curve to the left, the chord of which bears S 30° 17' 31" E 57.04 feet to theeasterlymline of said certified survey map and lots; thence S 20° 04' 00" along said easterly line 20.95 feet to the point of beginning.

PARCEL NO. 2
Beginning at the southwesterly corner of Lot 2 od said certified survey map; thence N 26° 23' 54" E along the westerly line of said certified survey map and lot 181.11 feet to the northwesterly corner of Lot 2 of said map; thence N 69° 59' W 14.09 feet; thence S 26° 23' 54" W parallel with said westerly line 179.15 feet to the southerly line (as extended) of Lot 2 of said map; thence S 61° 58' 47" along said line 14.01 feet to the point of beginning.

Aggregate area of Parcels 1 and 2 is 0.65214 acres, more or less, The intent of the Grantor herein is to release and relinquish unto the Grantee all reservations, exceptions and options reserved and contained in a Special Warranty Deed from the Grantor to the Grantee recorded in the office of the Register of Deeds for Brown County on November 10, 1972 in Volume 1000 of Records at Page 163, Document No. 759387.

This transaction is fee-exempt under the provisions of Sec. 77.25 (3), Wis. Stats.

IN WITNESS WHEREOF, the said, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Party of the First Part, has caused these presents to be signed by E. J. Stoll, its Vice President, and G. G. Grudnowski its Assistant Secretary at Chicago, Illinois, and its corporate seal to be hereunto affixed this 3rd day of April, 1974.

In Presence of

/s/ J. M. Rekar

/s/ J. E. Kot

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

BY: /s/ E. J. Stoll
Vice President

Countersigned:

BY: /s/ G. G. Grudnowski
Assistant Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Personally came before me this 3rd day of April, 1974, E. J. Stoll and G. G. Grudnowski of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ Raymond H. Keegan, Jr.

Notary Public, Cook County, Illinois

My Commission

RAYMOND H. KEEGAN, JR.
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

APPROVED

/s/
Vice President - Chief Engineer
C.M.ST. P. & P. R. R.

REGISTER'S OFFICE, Brown Co., Wis.
Received for record the 8th day of April A. D., 1974 at 4:00 P. M. and recorded in Vol. 1065 of Records on page 301.
/s/ Harold P. Loch, Register of Deeds

Drafted by Attorney Robert L. Bittner

STATE OF WISCONSIN) ss.
Department of State)
Received this 6th day of May A. D. 19 74 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 211-212
Secretary of State

(GENERAL MORTGAGE RELEASE NO. 940)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under GENERAL MORTGAGE dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R. R. Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the reciept whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at LaCrosse, in the County of La Crosse, State of Wisconsin, which is more particularly described in Appendix 1 hereto and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 3rd day of May, A. D. 1974.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By /s/ J. L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ R. G. Mason
Assistant Secretary

WITNESSED BY:

/s/ K. R. Runnfeldt

/s/ L. D. Lewis

* * * * * * * * * * *

APPENDIX 1

Real Estate situated at La Crosse, La Crosse County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A parcel of land located in Block 3, and part of the vacated Water Street all in the River Addition, to the Town of La Crosse, now the City of La Crosse, more fully described by the following: Commencing at the Southeast corner of Block 3, of said Addition; thence N 64°02'10" W 75 feet to the point of beginning; thence continue N 64°02'10" W 36.87 feet; thence N 27°50'50" E 150.04 feet; thence S 64°02'10" E 34.61 feet; thence S 26°59'05" W 150.00 feet to the point of beginning. This parcel contains 5,361.72 square feet. It is assumed that the north line of Government Lot 4 bears due east and west.

* * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix referred to in and which forms a part of the foregoing General Mortgage Release No. 940.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ J. L. Spreng
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Personally came before mr this 3rd day of May, A. D. 1974, J. L. Spreng, a Vice President, and R. G. Mason, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ J. M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My Commission expires September 2, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of
May A. D. 19 74 at 2
o'clock P.M. and recorded in Vol.
50 of G.R.M.
on page 213-214
Secretary of State

(FIRST MORTGAGE RELEASE NO. 940)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Morgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 30 of R. R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE,

CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at La Crosse, in the County of LaCrosse, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and ist corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 2nd day of May, A. D. 1974.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Trustee
as aforesaid

By /s/ M. J. Kruger
Second Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. C. Mull, Jr.
Trust Officer

WITNESSED BY:

/s/ J. J. Powell

/s/ R. S. Donovan

* * * * * * * *

APPENDIX 1

Real Estate situated at La Crosse, La Crosse County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A parcel of land located in Block 3, and part of the vacated Water Street all in the River Addition, to the Town of La Crosse, now the City of La Crosse, more fully described by the following: Commencing at the Southeast Corner of Block 3, of said Addition; thence N 64°02'10" W 75 feet to the point of beginning; thence continue N 64°02'10" W 36.87 feet; thence 27°50'50" E 150.04 feet; thence S 64°02'lo" E 34.61 feet; thence S 26°59'05" W 150.00 feet to the point of beginning. This parcel contains 5,361.72 square feet. It is assumed that the north line of Government Lot 4 bears due east and west.

* * * * * * * * *

The foregoing Appendix 1, consisting og one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 940.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee

By /s/ M. J. Kruger
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) ss,
COUNTY OF COOK)

Personally came before me this 2nd day of May, A. D. 1974, M. J. Kruger, a second Vice President, and J. C. Mull, Jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Second Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

STATE OF WISCONSIN)
Department of State) ss.
Received this 21st day of
May A. D. 19 74 at 2
o'clock P. M. and recorded in Vol.
50 of R. R. M.
on page 214-216
Secretary of State

/s/ T. K. Kehoe
Notary Public in and for the State of Illinois, County of Cook.

My Commission expires November 16, 1977

* * * * * * * * \

6. The first sentence of the second paragraph of paragraph (ii) of Division B of Section 2 of Article III thereof shall read as follows:

> "The liquidation price payable with respect to each share of Series A preferred stock in case of liquidation of this corporation, whether voluntary of involuntary, shall be an amount equal to $100 plus all dividends accumulated and unpaid thereon to the time of payment of such liquidation price."

7. Each share of Preferred Stock, Series A 5% of the par value of $100 each issued and outstanding (including any shares held in treasury) as of the time immediately prior to the taking effect of the foregoing amendment is changed into one share of Preferred Stock, Series A $5 of the par value of $10 each, and each certificate representing one or more shares of such Preferred Stock, Series A 5% of the par value of $100 each shall (without notation or exchange) represent the same number of shares of Preferred Stock, Series A $5, of the par value of $10 each. Each share of common stock without par value, issued and outstanding (including any shares held in treasury) as of the time immediately prior to the taking effect of the foregoing amendment is changed into one share of common stock of the par value of $10 each, and each certificate representing one or more shares of such common stock without par value shall (without notation or exchange) represent the same number of shares of common stock of the par value of $10 each.

* * * * * * * * *

PAUL J. WEIR and ELLIS A. BROCK, respectively Vice President - Finance and Assistant Secretary of Northwest Chemco, Inc., do hereby certify:

1. The foregoing Amendment to the Amended Articles of Incorporation of said Northwest Chemco, Inc. was duly adopted by the stockholders of said Northwest Chemco, Inc. on said 16th day of May, 1974, by the following vote:

Classes of Shares	Number of Shares Outstanding	Number Entitled to Vote	Number Voted For	Against
Common Stock	2,347,782	2,347,782	2,345,494-1/2	11
Preferred Stock, Series a 5%	1,014,617	1,014,617	1,013,740	68

2. As a result of the foregoing Amendment to the Amended Articles of Incorporation of said Northwest Chemco, Inc. the stated capital of Northwest Chemco, Inc. shall be reduced by $276,850,245 as follows:

(a) $91,328,490 as a result of the change of the par value in the Series A Preferred Stock from shares with a par value of $100 per share to shares with a par value of $10 per share; and

(b) $185,521,755 on account of the change of the par value of the Common Stock from shares without par value to shares with a par value of $10 per share.

IN WITNESS WHEREOF, said PAUL J. WEIR and ELLIS A. BROCK, Vice President - Finance and Assistant Secretary, respectively, of said Northwest Chemco, Inc., have hereunto subscribed their names in certification of the foregoing and have caused the corporate seal of said Northwest Chemco, Inc. to be hereto affixed this 23rd day of May, A.D. 1974

/s/ Paul J. Weir
Vice President - Finance

/s/ Ellis A. Brock
Assistant Secretary

STATE OF WISCONSIN)
Department of State) ss.
Received this 31st day of
May A. D. 19 74 at 2
o'clock P.M. and recorded in Vol.
30 of R.R. III.
on page 217

PARTIAL RELEASE

This INDENTURE made this 21st day of May, 1974, by and among FIRST NATIONAL CITY BANK (successor by merger to the First National Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or real estate described in Exhibit A, attached hereto, is subject to the lien of the following described mortgages:

1. First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921, to First National City Bank (successor by merger to the First National Bank of the City of New York) and Jacob M. Ford, II (by succession to Frazier L. Ford), Trustees.

2. General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (successor by merger to the First National Bank of the City of New York), Trustee as supplemented.

3. Consilidated Mortgage of Burlington Northern, Inc., dated March 2, 1970, to Morgan Guaranty Trust Company of New York and Jacob M. Ford, II, Trustees.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as follows:

Mortgage	Book	Page
First and Refunding Mortgage, February 1, 1921	22	127
General Gold Bond Mortgage, January 1, 1921 RR Mtgs.	49	389
Consolidated Mortgage, March 2, 1970 RR Mtgs.	49	331

WHEREAS, by virtue of and as a result of an agreement of merger became effective March 2, 1970, Chicago, Burlingotn & Quincy Railroad Compnay, the mortgagor named in said First and Refunding Mortgage, and Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, were merged into and with Great Northern and Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture, dated March 2, 1970, to said First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, and by supplemental Indenture (No. 11), dated as of March 2, 1970, to said Great Northern Railway Company Beneral Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgages therein agreed to be kept and performed by Chicago, Burlington & Quincy Railraod Company and Great Northern Railway Company, respectively, and has succeeded to and been substituted for Chicago, Burlington, & Quincy Railroad Company and Great Northern Railway Company, respectively, in said mortgages, and

WHEREAS, by Supplemental Indenture (No. 12),dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, the lands, property and real estate of the former Chicago, Burlington & Quincy Railroad Company were subjected to the lien of said General Gold Bond Mortgage, and

WHREAS, by Supplemental Indenture, dated as of March 2, 1970, to said Consolidated Mortgage, the lands, property and real estate of the former Chicago, Burlington & Quincy Railroad Company were subjected to the lien of said Consolidated Mortgage, subordinate to the prior liens of said First and Refunding Mortgage and said Gold Bond Mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said three mortgages, has made application to the Trustees thereof for the release of said proprty from

the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that First National City Bank, as Trustee of said First and Refunding Mortgage, and sid General Gold Bond Mortgage, and Morgan Guaranty Trust Company of New York, as Trustee if said Consolidated Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whreof is hereby acknowledged, do hereby forever release and discharge from the lien of said mortgages and all supplements thereto, respectively, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of their respective rights, title, interest, claim or demand whatsoever said First National City Bank and Morgan Guaranty Trust Comoany of New York may have acwuired in, thriugh, or by said Trust Morthages, as such Trusteesm in and to the property situated in La Crosse, County of La Crosse, and State of Wisconsin, more fully described in said Exhibit A. hereto attached.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc, and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit A are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, of any, are not released, and nothing contained herein shall in anywise affect, alter of diminish the liens or enecumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released.

This release is made and accepted by said mortgate trustees without covenant of waranty, either expressed or implied in laws or in equity, and shall be without recourse against such trustees or any of them in any event or in any contingency.

IN WITNESS WHEREOF, said corporate mortgage trustees have caused this indenture to be signed ~~without~~ and acknowldeged or approved by one of their respective trust officers, and have caused their respective corporate seals to be hereunto affixed, anf the same to be attested by the signatures of one of their respective associate trust officers or asistant secretaries, all as of the day and year first above written.

signed, sealed and delivered on behalf of First Natinnal City Bank, as Trustee, in presence of:

/s/ T. F. Minori

/s/ P. Ihnat

FIRST NATIONAL CITY BANK, as Trustee under First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921

/s/ Ralph E. Johnson
Trust Officer

ATTEST:

/s/ R. James De Rose
Associate Trust Officer

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

/s/ T. F. Minori

/s/ P. Ihnat

FIRST NATIONAL CITY BANK, as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921

By /s/ Ralph E. Johnson
Trust Officer

ATTEST:

/s/ R. James DeRose
Associate Trust Officer

Signed, sealed and delivered on behalf of Morgan Guanranty Trust Company of New York, as Trustee, in presence of:

/s/ F. A. Funigiello

/s/ E. Parets

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970

By /s/ P. J. Crooks
Trust Officer

ATTEST:

/s/ W. W. Brewer
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK)ss.
CITY OF NEW YORK)

On this 21st day of May, in the year 1974, before me, John J. Neubauer, a notary public, personally appeared Ralph E. Johnson, to me known to be a Traust Officer of the First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corpoation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowldged said instrument to be the free act of said corporation.

Given under my hand and official seal this 21st day of May, 1974.

/s/ John J. Neubauer
Notary Public, City, County and State of New York. My Commission expires:

John J. Neubauer
Notary Public, State of New York
No. 03-2869750
Qualified in Bronx County
Certificate filed in New York County
Term expires March 30, 1975

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.
CITY OF NEW YORK)

On this 23rd day of May, in the year 1974, before me, Frank Schlierf, a notary public, persoanally appeared P. J. Crooks, to me known to be a Trust Officer of Morgan Guaranty Trust Comapny of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors, and the said P. J. Crooks acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 23rd day of May, 1974.

/s/ Frank Schlierf
Notary Public, City, County and State of New York. My commission expires:

Frank Schlierf
Notary Public, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission expires March 30, 1975

LaCrosse, Wisconsin - Sale of former C.B.& Q. land to Universal Oil Products Company.

Exhibit "A"

A tract of land on Block 9 of Burn's Addition to the City of LaCrosse and part of vacated Johnson Street, Couhty of La Crosse, State of Wisconsin, described as follows:

A triangular parcel bounded on the West by the East right of way line of Norplex Drive, bounded on the south by the center line of vacated Johnson Street and bounded on the Northeast by a line located 70 feet, radially distant, Southwesterly of, parallel and concentric with the center line of Burlington Northern Inc, Track No. 76.

Reserving, therefrom, those portions of the above described premises lying Southwestrly of a line lovated 10 feet, radially distant, Southwesterly of, parallel and concentric wuth the center line of Track No. 93 of Burlington Northern inc., that crosses the Northeasterly side of the above described premises in a Northwesterly and Southeasterly direction, for such time and so long as said track is located over and across the above described premises. Upon removal of said track, this reservation shall automatically terminate and shall no longer be in effect and the partial release of mortgage made herein shall thean also apply to the entire area described in this reservation.

STATE OF WISCONSIN
Department of State ss.
Received this 6th day of June A. D. 1974 at 2 o'clock P. M. and recorded in Vol. 30 of R.E.M. on page 218-220
Secretary of State

PARTIAL RELEASE

THIS INDENTURE made this 21st day of May, 1974, by and among FIRST NATIONAL CITY BANK, (successor by merger to the First Nation City Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or real estate described in Exhibit A, attached hereto, is subject to the lien of the following described mortgages:

1. First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921, to First National City Bank (successor by merger to the First National Bank of the City of New York) and Jacob M. Ford, II (by succession to Frazier L. Ford), Trustees.

2. General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (successor by merger to the First National Bank of the City of New York), Trustee, as supplemented.

3. Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, to Morgan Guaranty Trust Comapny of New York and Jacob M. Ford, II, Trustees.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as follows:

Mortgage	Book	Page
First and Refunding Mortgage, February 1, 1921	RR Mtgs. 22	127
General Gold Bond Mortgage, January 1, 1921	RR Mtgs. 49	389
Consolidated Mortgage, March 2, 1970	RR Mtgs. 49	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Chicago, Burlington & Quincy Railroad Company, the mortgagor named in said First and Refunding Mortgage, and Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, were merged into and with Great Northern Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture, dated March 2, 1970, to said First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Comapny, and by supplemental Indenture (No. 11), dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said morgages therein agreed to be kept and performed by Chicago, Burlington & Quincy Railroad Comapny and Great Northern Railway Company, respectively, and has succeeded to and been substituted for Chicago, Burlington & Quincy Railraod Cpmpany, respectively, in said mortgages, and

WHEREAS, by Supplemental Indenture (No. 12), dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, the lands, property and real estate of the former Chicago, Burlington & Quincy Railroad Company were subjected to the lien of said General Gold Bond Mortgage, and

WHEREAS, by Supplemental Indenture, dated as of March 2, 1970, to said Consolidated Mortgage, the lands, property and real estate of the former Chicago, Burlington & Quincy Railroad Comapny were subjected to the lien of said Consolidated Mortgage, subordinate to the prior liens of said First and Refunding Mortgage and said General Gold Bond Mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said three mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that First National City Bank, as Trustee of said First and Refunding Mortgage, and said General Gold Bond Mortgage, and Morgan Guaranty Trust Comapny of New York, as Trustee of said Consolidated Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby forever release and discharge from the lien of said mortgages and all supplements thereto, respectively, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of their respective rights, title, interest, claim or demand whatsoever said First National City Bank and Morgan Guaranty Trust Comapny of New York may have acquired in, through or by said Trust Mortgages, as such Trustees, in and to the property situated in LaCrosse, County of LaCrosse, and state of Wisconsin, more fully described in said Exhibit A, hereto attached.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit A are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herin contained shall in anywise affect. alter or diminish the liens or emcumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released.

This release is made and accepted by said mortgage trustees without covenant of warranty, either expressed or implied in law or in equity, and shall be without recourse against such trustees or any of them in any event or in any contingency.

IN WITNESS WHEREOF, said corporate mortgage trustees have caused this indenture to be signed and acknowledged or approved by one of their respective trust officers, and have caused their respective corporate seals to be hereunto affixed, and the same to be attested by the signatures of one of their respective assocaite trust officers or assistant secretaries, all as of the day and year first above written.

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

/s/ T. F. Minori

/s/ P. Ihnat

FIRST NATIONAL CITY BANK, as Trustee under First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921

By /s/ Ralph E. Johnson
Trust Officer

ATTEST:

/s/ R. James DeRose
Associte Trust Officer

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

/s/ T. F. Minori

/s/ P. Ihnat

FIRST NATIONAL CITY BANK, as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921

By /s/ Ralph E. Johnson
Trust Officer

ATTEST:

/s/ R. James DeRose
Associate Trust Officer

Signed, sealed and deleivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:

/s/ F. A. Funigiello

/s/ E. Parets

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970

By /s/ P. J. Crooks
Trust Officer

ATTEST:

/s/ W. W. Brewer
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.
CITY OF NEW YORK)

On this 21st day of May, in the year 19 , before me, John J. Neubauer, a notary public, personally appeared Ralph E. Johnson, to me known to be a Trust Officer of the First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in the behalf if said corporation by authority of its Board of Directors, and he acknowledged said instrument to the free act and deed of said corporation.

Given under my hand and official seal this 21st day of May, 1974.

/s/ John J. Neubauer
Notary Public, City, County and State
of New York. My commission expires:

John J, Neubauer
Notary Public, State of New York
No. 03-2869750
Qualified in Bronx County
Certificate filed in New York County
Term expires March 30, 1975

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.
CITY OF NEW YORK)

On this 23rd day of May, in the year 1974, before me, Frank Schlierf, a notary public personally appeared P. J. Crooks, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal if said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said P. J. Crooks acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 23rd day of May, 1974.

/s/ Frank Schlierf
Notary Public, City, County and State
of New York. My Commission expires:

Frank Schlierf
Notary Public, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission expires March 30, 1975

La Crosse, Wisconsin - Sale of former C.B. & Q. land to tee City of La Crosse.

EXHIBIT "A"

ALL of lots 1, 2,3, 4,5, Block 8, Dunn, Dousman & Cameron's Addition to the City of La Crosse, County of La Crosse, State of Wisconsin.

STATE OF WISCONSIN } ss.
Department of State
Received this 6th day of
June A. D. 1974 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 221-223
Secretary of State
Richard C. Zimmerman

SOO LINE RAILROAD COMPANY

TO

MANUFACTURERS HANOVER TRUST COMPANY
Successor by Merger to
CENTRAL HANOVER BANK AND TRUST COMPANY

TRUSTEE

FIFTH SUPPLEMENTAL INDENTURE

Dated as of January 1, 1974

Supplementing

INDENTURE OF MORTGAGE AND DEED OF TRUST OF DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY TO CENTRAL HANOVER BANK AND TRUST COMPANY, TRUSTEE, DATED AS OF JANUARY 1, 1949.

FIFTH SUPPLEMENTAL INDENTURE

THIS FIFTH SUPPLEMENTAL INDENTURE, dated as of January 1, 1974, between Soo Line Railroad Company, a Minnesota corporation, (hereinafter referred to as "the Company") party of the first part, and Manufacturers Hanover Trust Company, (successor by merger to Central Hanover Bank and Trust Company), a banking corporation of the State of New York, as Trustee under a certain Indenture of Mortgage and Deed of Trust Dated as of January 1, 1949, (hereinafter referred to as the "Trustee") party of the second;

WITNESSETH:

WHEREAS, the Company contemplates the abandonment of trackage rights constituting a portion of its main line subject to the lien of the First Mortgage of Duluth, South Shore and Atlantic Railroad Company dated as of January 1, 1949, (hereinafter called "DSS&A First Mortgage") between Milepost 1.06 at Ashland, Wisconsin, indicated as Point A on the map attached hereto as Exhibit A and made a part hereof and Point B indicated on said Exhibit A at Superior, Wisconsin; and

WHEREAS, in order to comply with the provisions of the DSS&A First Mortgage covering the trackage rights proposed to be abandoned, it is necessary to subject to the lien of said mortgage rights over other lines of railroad through joint ownership, lease or trackage agreement whereby facilities will be available for the general continuity of operation of the transportation system subject to the lien of said DSS&A First Mortgage which are substantially equivalent to the facilities therefor of the line of railroad to be abandoned; and

WHEREAS, the Company is willing and by these premises undertakes to grant to the Trustee solely in its capacity as Trustee under said DSS&A First Mortgage an easement over portions of the Company's lines of railroad between Superior, Wisconsin and Ladysmith, Wisconsin and between Ladysmith, Wisconsin and Prentice, Wisconsin and between Prentice, Wisconsin and Marengo Junction, Wisconsin for the through movement of trains in order to afford general continuity of operations between Marengo Junction and Superior, Wisconsin and other points reached by the transportation system subject to the lien of said DSS&A First Mortgage; and

WHEREAS, the Trustee is willing, pursuant to Section 1 of Article XIX of said DSS&A First Mortgage, to enter into an indenture supplemental thereto for the purpose of accepting the foregoing grant;

Now, THEREFORE, this Fifth Supplemental Indenture, Witnesseth:

FIRST: The Company grants to the Trustee in its sole capacity as Trustee under said DSS&A First Mortgage, and to its successors and assigns, the use in common with the Company and such other railroad company or companies as may now or hereafter be admitted to the use thereof of the main tracks and such sidings and passing tracks appurtenant to the main tracks of the Company to such extent as may be necessary to permit proper operation of trains between Marengo Junction, Wisconsin and the point indicated by the letter B at Superior, Wisconsin, All as shown of the map

attached hereto as Exhibit A and made a part hereof. Said Trackage comprises the "joint section" here inafter referred to. The grant herein contained is made subject to the prior right of the Company to the use of the described main tracks, sidings and passing tracks and to any rights of the Trustee or Trustees or bondholders under the First Mortgage dated as of January 1, 1954 from Wisconsin Central Railroad Company to First National Bank of Minneapolis and Frank B. Weck, as Trustees, (Frank B. Krause successor individual Trustee); or the rights of the Trustee or Trustees or bondholders under the General Mortgage dated as of January 1, 1954 from Wisconsin Central Railroad Company to The Northern Trust Company and Thomas H. Jolls, Trustees, Charles H. Cory II, successor individual Trustee); or the rights of the Trustee or bondholders under the First Mortgage dated as of January 1, 1944 from Minneapolis, St. Paul & Sault Ste. Marie Railroad Company to The Northern Trust Company, Trustee; or the rights of the Tru stee or bondholders under the General Mortgage dated as of January 1, 1944 from Minneapolis, St. Paul & Sault Ste. Marie Railroad Company to Harris Trust and Savings Bank, Trustee.

SECOND: The rights herein granted by the Company to the Trustee are for the Purpose of handling with the engines and crews of the Trustee loaded and empty cars in through movement on said tracks as a route for the movement of trains of said Trustee, in either direction between Superior, Wisconsin and Marengo Junction, Wisconsin as set forth in Article FIRST of this Agreement.

The Trustee shall use the joint section exclusively as a so-called "bridge line" and shall not have the right to do any local freight, passenger, express or mail business, or to set out and pick up any cars other than bad order cars on the joint section, without the express consent of the Company. The Company reserves the right to relocate said tracks or to change the existing points of connection of said tracks with other tracks of the Company in any manner not inconsistent with the rights granted by this Agreement, and to permit other railroad companies to use said tracks in common use with parties hereto.

THIRD: The right of way, tracks and all facilities used in connection therewith shall be maintained by and under the control, management, and supervision of the Company, and the movement of engines, cars and trains shall at all times by under rules and regulations promulgated by the Company. Such rules and regulations shall not unreasonably subordinate the interests of the Trustee to the interests of the Company.

FOURTH: The Trustee shall not be obligated to pay maintenance, taxes or any other charges for exercise of the rights granted herein upon the joint section. This supplemental indenture is not considered by the parties to be executory, and the rights, title and interest conveyed herein are perfected and vested upon the execution of this supplemental indenture and issuance by the Interstate Commerce Commission of a certificate of convenience and necessity, authorizing the abandonment of the trackage rights between Milepost 1.06 at Ashland, Wisconsin and Point B at Superior, Wisconsin. Upon obtaining the foregoing approval the easement hereby granted by the Company to the Trustee shall continue until January 1, 1995. In the event that the Trustee in possession and pursuant to its powers set forth in Article XV and XVI of the DSS&A First Mortgage shall sell the properties subject to the lien of the DSS&A First Mortgage all of the covenants, stipulations, promises and agreements contained in this Fifth Supplemental Indenture shall inure to the benefit of the purchaser and its successors and assigns.

FIFTH: The easement granted to the Trustee by this Fifth Supplemental Indenture may be exercised by the Trustee or its successors or assigns only in the event that the Trustee, under the powers in the DSS&A First Mortgage granted, shall have entered into possession of the mortgaged property, or in the event that a receiver or a trustee, as successor to the rights of the Trustee, appointed under the provisions of the Bankruptcy Act shall have entered into possession of the mortgaged property.

SIXTH: The Trustee shall have the right to use the Company's existing communications facilities, including telephone or telegraph wires or related facilities and the Trustee shall have the right to use the services of the Company's communications personnel, all without any cost to the Trustee.

SEVENTH: Any additional telegraph or telephone wires or related facilities required by reason of the operation of Trustee's trains on the joint section shall be installed by the Company at the sole expense of the Trustee, and the cost of tying in the Trustee's wires to Company wires shall be paid for by the Trustee. Should the Trustee's train operations require any additional telegraph or telephone operators at stations on the joint section, in connection with the operation of the Trustee's trains on Company trackage, the cost and expense thereof shall be borne entirely by the Trustee.

EIGHTH: The Company shall be required to use only reasonable and customary care, skill and diligence in m intaining its said trackage, including its roadways and appurtenances, and in the management and operation of the same. If the Company shall fail to repair any such defect in said trackage within a reasonable time after being notified by the Trustee so to do, then the Trustee may make necessary repairs to the same at once, and the cost thereof shall be paid by the Company.

NinTH: The Trustee has executed and become a party to this Supplemental Indenture solely in its capacity as Trustee under the DSS&A First Mortgage pursuant to the provision of Section 1 of Article XIX thereof; and the parties hereto agree and confirm that the Trustee's duties, obligations and liabilities hereunder are limited and governed by Articles XV and XVI of said DSS&A First Mortgage.

TENTH: This Fifth Supplemental Indenture shall be construed with and as a part of the DSS&A First Mortgage, and all of the terms, conditions and covenants contained in said DSS&A First Mortgage, except as herein modified, shall apply to and be deemed to be for the equal benefit, security and protection of the holders of the said Mortgage Bonds and all of the covenants, stipulations, promises and agreements contained in this Fifth Supplemental Indenture by or on behalf of the Company, shall by binding upon its successors and assigns.

ELEVENTH: This Fifth Supplemental Indenture may be simultaneously executed in any number of counterparts and all of such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, SOO LINE RAILROAD COMPANY, the party of the first part, has caused this Fifth Supplemental Indenture to be signed and acknowledged by its Executive Vice President, and its corporate seal to be affixed hereunto, and the same to be attested by its Secretary; and MANUFACTURERS HANOVER TRUST COMPANY, as Trustee, the party of the second part, to evidence its acceptance of the trust hereby created, has caused this Fifth Supplemental Indenture to be signed, and acknowledged by one of its Assistant Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Trust Officers.

Executed and delivered in the City of Minneapolis, State of Minnesota, as of the day and year first above written.

Attest:
/s/ Doris L. Valley, Secretary

SOO LINE RAILROAD COMPANY
by T. R. Klingel, Executive Vice President

(Seal)

In the presence of:

/s/ A M Burch

Arlene Holmes

Attest:
W. B. Dodge
/s/ ??????, Asst. Trust Officer
(Seal)

MANUFACTURERS HANOVER TRUST COMPANY

In the presence of:
/s/ T C Knight
/s/ W F Toben

BY /s/ XXXXXXXX E. F. Cockings
Assistant Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On this 15th day of April, 1974, before me appeared T. R. Klingel and Doris L. Valley, to me personally known who being by me duly sworn, did say that they are respectively the Executive Vice President and Secretary of Soo Line Railroad Company: that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said T. R. Klingel and Doris L. Valley acknoledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 15 day of April, 1974

/s/ Edwin G. Watts, Notary Public
Hennepin County, My commission expires Oct. 10, 1980

STATE OF NEW YORK)
) ss
BUROUGH OF MANHATTAN)

On this 6th day of June , 1974, before me appeared E. F. Cockings and W. B. Dodge, to me personally known, who, being by me duly sworn, did say that they are respectively an Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said E.F. Cockings and W. B. Dodge acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 6th day of June , 1974

/s/ Kathleen C. Kelly, Notary Public
No. 30-7218885 Commission Expires March 30, 1976

CONSENT

First National Bank of Minneapolis and Frank B. Krause as Trustees of the First Mortgage dated as of Januaryl, 1954 of Wisconsin Central Railroad Company, assumed by Soo Line Railroad Company as of January 1, 1961, bereby consent to the **execution and delivery of the foregoing** Fifth Supplemental Indenture dated as of January 1, 1974 between Soo Line Railroad Company and Manufacturers Hanover Trust Company as Trustee under the indenture of mortgage and deed of trust of Duluth, South Shore and Atlantic Railroad Company to Central Hanover Bank and Trust Company, Trustee, dated as of January 1, 1949.

IN WITNESS WHEREOF said First National Bank of Minneapolis as corporate trustee has caused these presents to be executed by its proper officer thereon duly authorized and its corporate seal to be hereunto affixed this 24th day of April, 1974 and said Frank B. Krause as successor individual trustee has executed these presents this 24th day of April, 1974.

Executed, Sealed and Delivered as to Corporate Trustee in the Presence of:

/s/ J Anderson

/s/ G S Kessler

Executed and delivered as to Individual Trustee in the Presence of:

/s/ G S Kessler

/s/ J Anderson

First National Bank of Minneapolis
Corporate Trustee, as aforesaid.

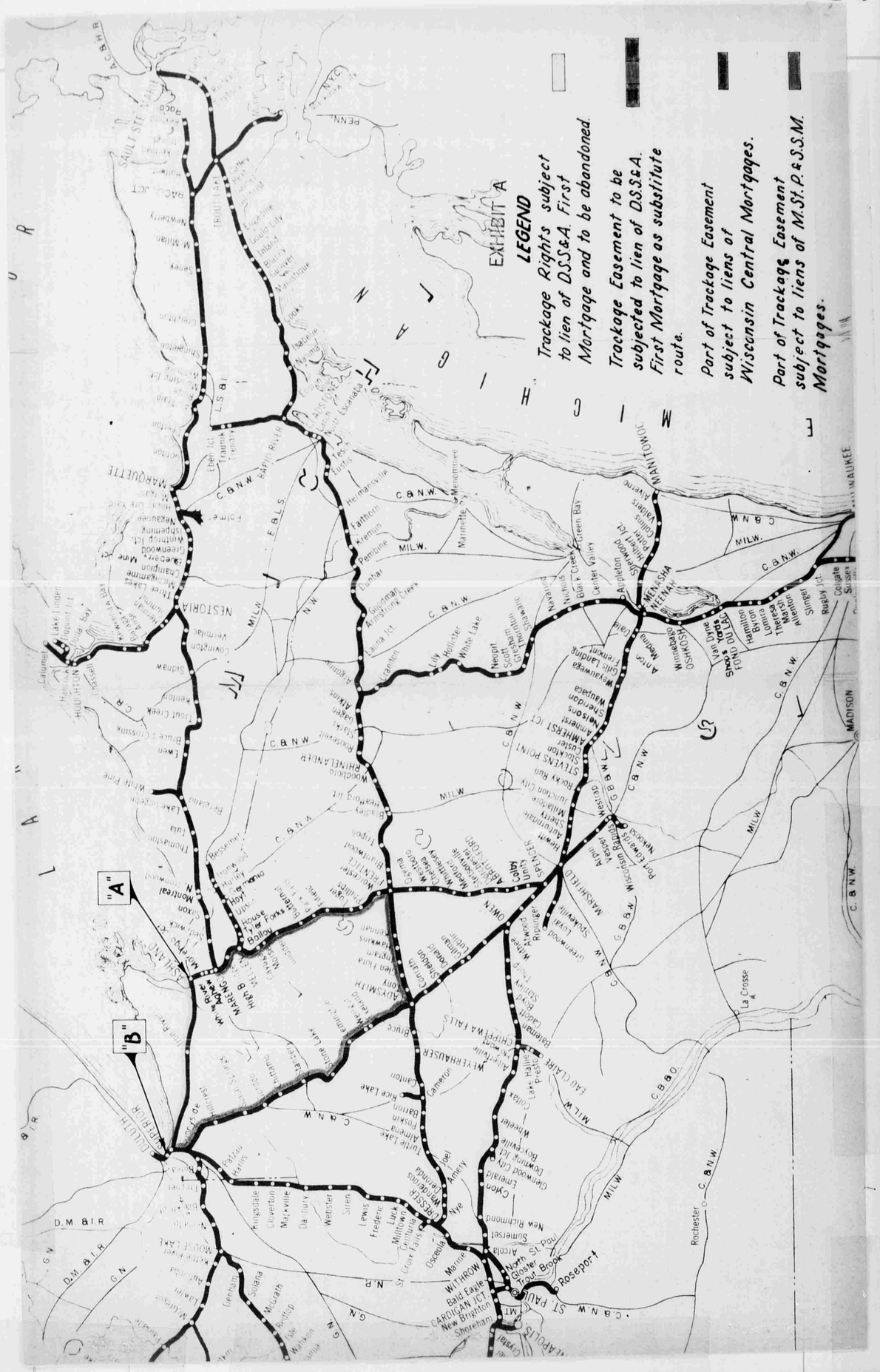
by /s/ P.D. Schliesman, Vice President

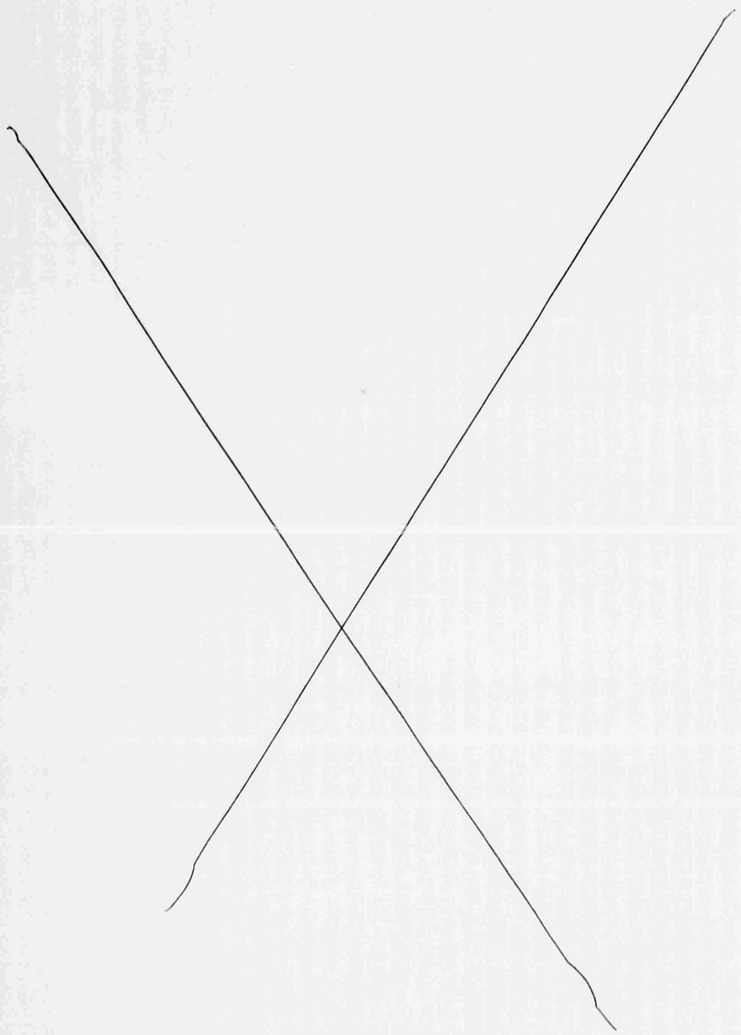
Attest: /s/ C.M. Tilden, Assistant Secretary

Frank B. Krause

Individual Trustee, as aforesaid

/s/ Frank B. Krause





State OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On this 24th day of April, 1974, personally appeared before me the above named P.D. Schliesman and C. M. Tilden to me personally known, who each being duly sworn did say that they are the Vice President and Assistant Secretary, respectively, of First National Bank of Minneapolis, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said P. D. Schliesman and C. M. Tilden acknowledged said instrument to be the free act and deed of the said corporation.

/s/ J. A. Quale, Notary Public
Hennepin County, My Commission Expires Jan 29, 1976

STATE OF MINNESOTA)
) ss
County of HENNEPIN)

On this 24th day of April, 1974, personally appeared the above named Frank B. Krause, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who by me being duly sworn, did say that he executed and delivered said instrument as his free and voluntary act and deed.

/s/ J. A. Quale, Notary Public
Hennepin County, My Commission Expires Jan 29, 1976

CONSENT

The Northern Trust Company and Charles H. Cory II as Trustees of the General Mortgage dated as of January 1, 1954 of Wosconsin Central Railroad Company, assumed by Soo Line Railroad Company as of January 1, 1961, hereby consent to the execution and delivery of the foregoing Fifth Supplemental Indenture dated as of January 1, 1974 between Soo Line Railroad Company and Manufacturers Hanover Trust Company (successor by merger to Central Hanover Bank and Trust Company)as Trustee under the Indenture of Mortgage and Deed of Trust of Duluth, South Shore and Atlantic Railroad Company to Central Hanover Bank and Trust Company, Trustee, dated as of January 1, 1949.

In WITNESS WHEREOF said The Northern Trust Company as corporate trustee has caused these presents to be executed by its proper officer thereon duly authorized and its corporate seal to be hereunto affixed this 24th day of April, 1974 and said Charles H. CoryII as successor individual trustee has executed these presents this 24th day of April, 1974.

Executed, Sealed and Delivered as to Corporate Trustee in the Presence of:

/s/ Freida Johnson

/s/ M. A. Maves

Executed and delivered as to Individual Trustee in the Presence of:

/s/ Deborah Tillman

THE NORTHERN TRUST COMPANY
Corporate Trustee, as aforesaid.

by /s/Wm. C. Knecht
Second Vice President

Attest:

/s/ S. A. Blech
Assistant Secretary

Charles H. Cory II,
Individual Trustee, as aforesaid.

/s/ Charles H. Cory II

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 24th day of April, 1974 personally appeared before me the above named Wm C. Knecht and S. A. Blech to me personally known, who each being duly sworn did say that they are the Second Vice President and Assistant Secretary, respectively, of The Northern Trust Company, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said Wm. C. Knecht and S. A. Blech acknowledged said instrument to be the free act and deed of the said corporation.

/s/ Joseph M. Robinson,

My Commission Expires September 14, 1977

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 24th day of April, 1974, personally appeared the above named Charles H. Cory II, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who, by me being duly sworn, did say that he executed and delivered said instrument as his free and voluntary act and deed.

/s/ Joseph M. Robinson,

My Commission Expires September 14, 1977

STATE OF WISCONSIN)
Department of State) ss.
Received this 5th day of
Sept A. D. 19 74 at 2
o'clock P. M. and recorded in Vol.
50 of B R M
on page 224231
Secretary of State

Subject Railroad Documents, Par 244, I D 1371-2-21 from L. E. Grinde

(First Mortgage Release No. 955)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of Americ (hereinafter sometines called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of R. R. Mortgages, at page 15 et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Okauchee in the County of Waukesha, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in nomanner affect the lien of said First Mortgage on the property subject tothe lien thereof not hereby specifically released.

IN WITNESS WHEREOF, SAID CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 23rd day of July A.D. 1974.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

by /s/ Donald W. Alfvin, Vice President

Attest or Countersigned:

by /s/ J. C. Mull, Jr., Trust Officer

WITNESSED BY:

/s/H. B. Wessberg

/s/ E. D. Butler

Appendix L
(page 1 of 2 pages)

Real Estate situated in Okauchee, Waukesha County, Wisconsin, Which real estate is more particularly described as follows, to-wit:

That part of the south one-half of Section 36, Township 8 North, Range 17 East, and that part of the northeast one-quarter of Section 1, Township 7 North, Range 17 East, described as follows:

Begin at a point which is 41.25 feet North 10°13'56" East of the point of beginning of the relocated center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company:

(Said center line of the Railroad begins at a point which is 234.39 feet North 0°57'06" West of & 1037.25 feet North 79°46'04" West of the south one-quarter corner of said Section 36, as measured along and from the north and south one-quarter line of said Section 36; thence southeasterly and to the right along a 37'30" curve (whose radius bears South 10°13'56" West, 9167.32 feet, and whose tangent bears South 79°46'04" East

1367.94 feet), 2715.84 feet to the end of said center line.)
thence southeasterly and parallel with said center line, 2728.06 feet to apoint which is 41.25 feet North 27°12'22" East of the point of ending of said center line; thence North 27°12'22" East, 1.78 feet; thence South 61°49'08" East, 1241.44 feet to a point in the east line of said Section 1 which is 986.17 feet South 0°15'18" West, 9.95 feet; thence westerly along the former north property line of the Chicago, Milwaukee, St. Paul and Pacific Railroad to a point which is 1.78 feet North 10°13'56" East of the point of beginning of this description; thence South 10°13'56" West, 1.78 feet to the point of beginning of this description.
This parcel contains 2.22 acres, more or less.
Also, that part of the southeast one-quarter of the southwest one-quarter of Section 35, Township 8 North, Range 17 East, lying between lines which are 41.25 feet and 60 feet southeasterly of and parallel with the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad lying between lines which are 41.25 feet and 60 feet northwesterly of and parallel with the said railroad center line and containing 0.50 acre, more or less.

* * * * * * * *

The foregoing Appendix 1, consisting of two (2) pages, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 955.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Trustee
by /s/ Donald W. Alfvin

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Personally came before me this 23rd day of July, A.D. 1974, Donald W. Alfvin, a Vice President, and J. C. Mull, Jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me k nown to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ T. K. Kehoe
Notary Public in and for the State
of Illinois, County of Cook
My Commission expires November 16, 1977

STATE OF WISCONSIN)
Department of State) ss.
Received this 11 day of
Sept A. D. 19 74 at 2
o'clock P M. and recorded in Vol.
50 of A R M
on page 232-233
Secretary of State

(General Mortgage Release No. 955)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes colled "Trustee") as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other food and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Okauchee, in the County of Waukesha, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.
IN WITNESS WHEREOF, Said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by on of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 26th day of July, A. D. 1974.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,
By /s/ J. M. Roach, Vice President

ATTEST OF COUNTERSIGNED:
By /s/ R. G. Mason, Assistant Secretary
WITNESSED BY:
/s/ J. E. Krueger
/s/ K. R. Runnfeldt

Real Estate situated in Okauchee, Waukesha County, Wisconsin, which real estate is more particularly described as follows, to-wit:

That part of the south one-half of Section 36. Township 8 North, Range 17 East, and that part of the northeast one-quarter of Section 1, Township 7 North, Range 17 East, described as follows:

Begin at a point which is 41.25 feet North 10°13'56" East of the point of beginning of the relocated center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company:

(Said center line of the Railroad begins at a point which is 234.39 feet North 0°57'06" West of & 1037.25 Feet North 79°46'04" West of the south one-quarter corner of said Section 36, as measured along and from the north and south one-quarter line of said Section 36; thence southeasterly and to the right along a 37'30" curve (whose radius bears South 10°13'56" West, 9167.32 feet, and whose tangent bears South 79°46'04" East, 1367.94 feet), 2715.84 feet to the end of said center line)

thence southeasterly and parallel with said center line, 2728.06 feet to a point which is 41.25 feet North 27°12'22" East of the point of ending of said center line; thence North 27°12'22" East, 1.78 feet; thence South 61°49'08" East, 1241.44 feet to a point in the east line of said Section 1 which is 986.17 feet South 0°15'18" East of the northeast corner of said Sectionl; thence North 0°15'18" West, 9.95 feet; thence westerly along the former north property line of the Chicago, Milwaukee, St. Paul and Pacific Railroad to a point which is 1.78 feet North 10°13'56" East of the point of beginning of this description; thence South 10°13'56" West, 1.78 feet to the point of beginningof this description.

This parcel contains 2.22 acres, more or less.

Also, that part of the southeast one-quarter of the southwest one-quarter of Section 35, Township 8 North, Range 17 East, lying between lines which are 41.25 feet and 60 feet southeasterly of and parallel with the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad lying between lines which are 41.25 feet and 60 feet northwesterly of and parallel with the said railroad center line and containing 0.50 acre, more or less.

* * * * * * * *

The foregoing Appendix, consisting of two (2) pages, is the Apendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 955.

HARRIS TRUST AND SAVINGS BANK, as Trustee

by /s/ J. M. Roach, Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Personally came before me this 26th day of July, A. D. 1974, J. M. Roach, a Vice President, and R. G. Mason, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. Moennich

Notary Public in and for the State of Illinois, County of Cook

My Commission expires September 2, 1975

STATE OF WISCONSIN
Department of State } ss.
Received this 1 day of
Sept A. D. 19 74 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 234-235
Secretary of State

Subject: ID 1371-1-21 Par 37, C.M.ST.P.&P. RR., Waukesha County From: L. E. Grinde

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation having its principal offices at 516 West Jackson Boulevard, Chicago, Illinois 60606, Grantor, for and in consideration of the sum of ONE HUNDRED DOLLARS ($100.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee, free, however, from the liens of the First Mortgage and all supplements thereto and the General Mortgage and all supplements thereto of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in the Office of The Secretary of State, State of Wisconsin, this conveyance free from said liens being permitted by Article XI, Section 2 of each of said mortgages, the following described real estate, to-wit:

That part of a tract of land in Waukesha County (which is described in Volume 81 of Deeds on Page 529) in the west one-half of Section 5, Township 7 North, Range 18 East, lying between the Grantor's southerly property line and a line 33 feet northerly of and parallel to (as measured normal to) the following described reference line of a frontage road:

Begin in the west line of said Section 5 at a point which is 219.01 feet South 0°01'24" West of the west one-quarter corner of said section; thence South 89°58'36" East 137 feet to a point of curve; thence easterly and to the left along an 11°00' curve, 262.27 feet; thence North 61°10'24" East, 400 feet, containing .33 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this September 6, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s// J. M. Rekar - Witness

By: /s/ E. J. Stoll, Vice President

/s/ J. E. Kot - Witness

COUNTERSIGNED: /s/ G. G. Grudnowski, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this September 6, 1974, E. J. Stoll, Vice President and G. G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me knkwn to be such Vice President and Assistant Secretary of said oorporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

-/s/Raymond H. Keegan, Jr.

Notary Public, Cook County, Ill.

My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN
Department of State } ss.
Received this 20th day of
Sept A. D. 19 74 at 2
o'clock P M. and recorded in Vol.
50 of R R M
on page 236
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee, an easement for highway purposes, in, on, over and across the following described lands situated and being in Waukesha County, Wisconsin, to-wit:

That part of the southeast one-quarter-northwest one-quarter of Section 4, Township 7 North, Range 18 East, lying between two parallel lines which are 33 feet northwesterly of and 33 feet southeasterly of (as measured normal to) the following Described reference line:

Commence in the east line of said northwest one-quarter at apoint 960.47 feet North 0°06'19" West of the center of said Section 4; thence North 71°13'23" West 749.6 feet along the center line of the northerly main track of the railroad; thence South 48°46'37" West to the point of beginning of the reference line in the southerly property line of the Grantor; thence North 48°46'37" East to the point of ending of the reference line in the northerly property line of the Grantor. This parcel contains .14 acre, more or less.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this September 6, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

/s/ J. M. Rekar - Witness

By: /s/ E. J. Stoll, Vice President

/s/ J. E. Kot - Witness

COUNTERSIGNED:
By:/s/ G. G. Grudnowski, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this September 6, 1974 E. J. Stoll, Vice President and G. G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN)
Department of State) ss.
Received this 22nd day of
Sept A. D. 1974 at 2
o'clock P. M. and recorded in Vol.
5 Misc R.R. 12
on page 237
Secretary of State

(First Mortgage Release No. 983

SUBJECT: Deed of Partial Release Columbia County

From: Jenswold, Studt, Hanson Clark & Kaufmann, Madison

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39, of RR. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have orclaim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Arilington in the County of Columbia, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 17th day of September, A.D. 1974.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid

By: /s/ M. J. Kruger,
Second Vice President

WITNESSED BY:

/s/ R. S. Donovan

/s/ J. J. Powell

ATTENT OR COUNTERSIGNED:

By: /s/ Denis R. Hart,
Trust Officer

Real Estate situated at Arlington, Columbia County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A parcel of land in the Village of Arlington, Columbia County, Wisconsin, described as follows: Commencing at the point where the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track intersects the north line of Section 24, Township 10 North, Range 9 East; thence westerly along said north line of Section 24, to a point that is 33 feet, measured at right angles, westerly of said center line of said main track to the placeoof beginning; thence westerly along said north line of said Section 24 a distance of 100 feet; thence in a southeasterly direction, parallel to said center line of said main track, a distance of 445.5 feet; thence in an easterly direction parallel to said north line of said Section 24, a distance of 100 feet; thence in a north-westerly direction parallel to said center line of said main track, 445.5 feet to the place of beginning, containing 1.04 acres, more or less.

* * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 983.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By /s/ M. J. Kruger, Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 17th day of September, A.D. 1974, M. J. Kruger, a Second Vice President, and Denis R. Hart, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

/s/ T. K. Kehoe
Notary Public in and for the State of Illinois, County of Cook.

My Commission expires Nov. 16, 1977

STATE OF WISCONSIN } ss.
Department of State
Received this 2nd day of October A.D. 19 74 at 2 o'clock P.M. and recorded in Vol. 50 R.R.M. on page 238-239
Secretary of State

Subject; Deed of Partial Release Columbia County From: Jenswold, Studt, Hanson, Clark & Kaufmann, Madison WI

(GENERAL MORTGAGE RELEASE NO. 983)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Arlington, in the County of Columbia, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 18th day of September, A.D. 1974.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By: /s/ J. L. Spreng,
Vice President

WITNESSED BY:

s/ L. D. Lewis

s/ J. E. Krueger

ATTEST OR COUNTERSIGNED:
By: /s/ R. S. Stam,
Assistant Secretary

Real Estate situated at Arlington, Columbia County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A parcel of land in the Village of Arlington, Columbia County, Wisconsin, described as follows: Commencing at the point where the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track intersects the north line of Section 24, Township 10 North, Range 9 East; thence westerly along said north line of Section 24 to a point that is 33 feet, measured at right angles, westerly of said center line of said main track to the place of beginning; thence westerly along said north line of said Section 24 a distance of 100 feet; thence in a southeasterly direction, parallel to said center line of said main track, a distance of 445.5 feet; thence in an easterly direction parallel to said north line of said Section 24, a distance of 100 feet; thence in a north-westerly direction parallel to said center line of said main track, 445.5 feet to the place of beginning, containing 1.04 acres, more or less. * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 983.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By: s/s J. L. Spreng,
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this 18th day of September, A.D. 1974, J. L. Spreng, a Vice President, and R. S. Stam, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

/s/ J. M. Moennich
Notary Public in and for the State
of Illinois, County of Cook
My Commission expires September 2, 1975

STATE OF WISCONSIN }
Department of State } ss.
Received this 2nd day of
October A. D. 19 74 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 240-241
Secretary of State

Subject: RR Documents 1091-2-21 Walworth County Par 28 From: L. E. Grinde

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of FIVE HUNDRED DOLLARS ($500.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, Division of Highways, Grantee, an easement for highway purposes, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in, on, over and across the following described lands, situated and being in Walworth County, Wisconsin, to-wit:

Commence in the South line of the Northeast one-quarter of Section 24, Township 2 North, Range 15 East, at a point 230.1 feet North 87°23'46" East of the Southwest corner of said one-quarter; thence North 60°24'59" East 750.89 feet along the Northwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company to the point of beginning of this description; thence South 59°21'53" East 114.06 feet; thence North 60°24'59" East 451.78 feet along the Southeasterly line of said Railroad; thence North 57°17'08" West 111.82 feet; thence South 60°24'59" West along the Northwesterly line of said Railroad to the point of beginning of this description.

Said parcel contains 1.04 acres, more or less.

RESERVING unto Grantor, its successors and assigns, the right n ot only to continue the use and operation of all existing railroad facilities now located on said lands, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its Ass. Secretary and its corporate seal to be hereunto affixed this June 7, 1974.

In presence of:

s/ J. M. Rekar,
Witness

s/ J. E. Kot,
Witness

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By: s/ E. J. Stoll,
Vice President

COUNTERSIGNED:

By: s/ G. G. Grudnowski,
Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this June 7, 1974, E. J. Stoll, Vice President and G. G. Grudnowski, Asst. Secretary of the above anmed corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Asst. Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

STATE OF WISCONSIN }
Department of State } ss.
Received this 2nd day of
October A. D. 19 74 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 242
Secretary of State

/s/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

SUBJECT: RR Document 2132-1-51 Milwaukee County From: L. E. Grinde

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, Department of Transportation, Division of Highways, Grantee, an easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in, on, over and across the following described lands, situated and being in Milwaukee County, Wisconsin, to-wit:

That portion of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way in the Southeast 1/4 of Section 16 and the Northeast 1/4 of Section 21, both in Township 8 North, Range 21 East, City of Milwaukee, Wisconsin lying between lines 80 feet north and 80 feet south as measured at right angles from the Section Line common to the afore-said 1/4 Sections and running parallel therewith; said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way being a 99-foot wide strip of land running diagonally northwest-southeast through the aforesaid 1/4 Sections with its center line crossing the said common Section Line at a point shown on the City of Milwaukee 1/4 Section plat of the aforesaid Northeast 1/4 of Section 21 as being 954.20 feet West measured along the north line of said 1/4 Section from the northeast corner thereof. The afore-described parcel of land contains 0.275 acres exclusive of that portion presently used for highway purposes.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice President and countersigned by its Assistant Secretary on June 26, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

/s/ J. E. Kot,
Witness

By: /s/ E. J. Stoll,
Vice President

/s/ J. M. Rekar,
Witness

COUNTERSIGNED:

By: /s/ G. G. Grudnowski,
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this June 26, 1974, E. J. Stoll, Vice President and G. G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN
Department of State } ss.
Received this 2nd day of
October A. D. 1974 at 2
o'clock P. M. and recorded in Vol.
5 D of R R M
on page 243
Secretary of State

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation having its principal offices at 516 West Jackson Boulevard, Chicago, Illinois 60606, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto WILLIAM N. RASMUSSEN and EUGENE J. LEDWOROWSKI, as tenants in common, Grantees, the following described real estate situated and being in Columbia County, Wisconsin, to-wit:

A parcel of land in the Village of Arlington, Columbia County, Wisconsin, described as follows: Commencing at the point where the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track intersects the north line of Section 24, Township 10 North, Range 9 East; thence westerly along said north line of Section 24 to a point that is 33 feet, measured at right angles, westerly of said center line of said main track to the place of beginning; thence westerly along said north line of said Section 24 a distance of 100 feet; thence in a southeasterly direction, parallel to said center line of said main track, a distance of 445.5 feet; thence in an easterly direction parallel to said north line of said Section 24, a distance of 100 feet; thence in a north-westerly direction parallel to said center line of said main track, 445.5 feet to the place of beginning, containing 1.04 acres, more or less.

SUBJECT TO Railroad Lease No. 70435 with Dairyland Fertilizers, Inc.

This conveyance is subject to all existing rights of way and easements, whether or not of record, and to all encumbrances, exceptions and reservations of record, and the Grantor reserves to itself, its successors and assigns, all minerals of any nature whatsoever including, but not exclusively, coal, iron, natural gas and oil, which may be in or upon said described lands, together with the sole, exclusive and perpetual right to explore for and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of said lands, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantees, their heirs, successors or assigns.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its President and by its Assistant Secretary on September 5, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

/s/ D. J. Winterlin,
Witness

By: /s/ W. L. Smith,
President

/s/ J. E. Kot,
Witness

ATTEST:
By: /s/ G. G. Grudnowski,
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF C O O K) SS

Personally came before me this September 5, 1974, W. L. Smith, President and G. G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN
Department of State } ss.
Received this 2nd day of
October A. D. 1974 at 2
o'clock P. M. and recorded in Vol.
5 D of R R M
on page 244
Secretary of State

from: Peickert, Anderson, Fisher, Shannon & O'Brien, Stevens Point

We HEREBY CERTIFY, that the mortgage executed by Hillsboro and North Eastern Railway Company to J. A. Cesnik and Florence V. Cesnik, dated the 13th day of August, A.D., 1965, and recorded in the office of the Secretary of State, State of Wisconsin, on the 17th day of Akgust, A.D., 1965 at, 10:00 o'clock A.M., in Volume 47 of Railroad Mortgages, on pages 575 and 576, Document No.(none), is fully paid and satisfied.

In Witness Whereof, we have hereunto set our hands and seals this 3rd day of July, A.D., 1974.

Signed and Sealed in presence of:

s/ J. A. Cesnik

s/ Oscar Krieg

s/ Florence V. Cesnik

Rita Knott

STATE OF MINNESOTA)
Benton County) SS.

Personally came before me, this 3rd day of July, A.D., 1974. the above named J. A. Cesnik and Florence V. Cesnik to me known to be the persons who executed the foregoing instrument and acknowledged the same.

s/ Oscar Krieg

Notary Public, Benton County, Minnesota
My commission expires 5-24 A.D., 1978

This instrument was drafted by Gordon Sinykin

STATE OF WISCONSIN } ss.
Department of State
Received this 14th day of Oct. A. D. 19 74 at 10:40 o'clock A. M. and recorded in Vol. 50 of ~~M~~ R.R.M. on page 245
Secretary of State

from: L.E.Grinde, Bureau of Real Estate

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation having its principal offices at 516 West Jackson Boulevard, Chicago, Illinois 60606, Grantor, for and in consideration of the sum of FIVE THOUSAND SEVEN HUNDRED AND TWELVE DOLLARS ($5,712.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto STATE OF WISCONSIN, Department of Transportation, Division of Highways, Grantor, the following described real estate situated and being in Waukesha County, Wisconsin, to-wit:

That part of the south one-half of Section 36, Township 8 North, Range 17 East, and that part of the northeast one-quarter of Section I, Township 7 North, Range 17 East, described as follows:

Begin at a point which is 41.25 feet North 10°13'56" East of the point of beginning of the relocated center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company:

(Said center line of the Railroad begins at a point which is 234.39 feet North 0°57'06" West of & 1037.25 feet North 79°46'04" West of the south one-quarter corner of said Section 36, as measured along and from the north and south one-quarter line of said Section 36; thence southeasterly and to the right along a 37'30" curve (whose radius bears South 10°13'56" West, 9167,32 feet), 2715.84 feet to the end of said center line.)

thence southeasterly and parallel with said center line, 2728.06 feet to a point which is 41.25 feet North 27°12'22" East of the point of ending of said center line;thence North 27°12'22" East, 1.78 feet; thence South 61°49:08" East, 1241.44 feet toa point in the east line of said Section 1 which is 986.17 feet South 0°15'18" East of the northeast corner of said Section 1; thence North 0°15'18" West, 9.95 feet; thence westerly along the former north property line of the Chicago, Milwaukee, St. Paul and Pacific Railroad to a point which is 1.78 feet North 10°13'56" East of the point of beginning of this description; thence South 10°13'56" West, 1.78 feet to the point of beginning of this description.

This parcel contains 2.22 acres, more or less.

Also, that part of the southeast one-quarter of the southwest one-quarter of Section 35, Township 8 North, Range 17 East, 16ing between lines which are 41.25 feet and 60 feet southeasterly of and parallel with the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad lying between lines which are 41.25 feet and 60 feet northwesterly of and parallel with the said railroad center line and containing 0.50 acre, more or less.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this June 20, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

s/ Patricia A. Campbell
Witness

By: W. L. Smith /s/
President

COUNTERSIGNED:

s/ J. E. Kot
Witness

By: /s/ G. G. Grudnowski
Assistant Secretary

This transaction is exempt from the payment of Wisconsin Real Estate Transfer Fee under Sec. 77.25(2)

This document was prepared by Mr. R. H. Keegan of Real Estate, Economic and Resource Development Department of Chicago, Milwaukee, St. Paul and Pacific Railroad Company at Chicago Illinois.

Project I.D. 1371-2-54 Parcel 244

(Cont. next page)

STATE OF WISCONSIN } ss.
Department of State
Received this 14th day of Oct. A. D. 19 74 at 10:40 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 241-247
Secretary of State

Reel 084 Image 529 Wisconsin (continued)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this June 20, 1974, W. L. Smith, President and G. G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN)
Department of State) ss.
Received this 14th day of
Oct A. D. 19 74 at 10:22
o'clock A.M. and recorded in Vol.
50 of L R M
on page 246-247
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of TWO HUNDRED AND EIGHTY-EIGHT DOLLARS ($288.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, Division of Highways, Grantee, an easement for highway purposes, as set forth below, in, on, over and across the following described lands, situated and being in Waukesha County, Wisconsin, to-wit:

An easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in Waukesha County, State of Wisconsin, described as:

That part of the 82.5 foot wide right of way of the Chicago Milwaukee, St. Paul and Pacific Railroad Company lying in the least 100 feet of the southwest one-quarter of Section 36, and lying in the west 99.49 feet of the southeast one-quarter of Section 36, Township 8 North, Range 17 East.

This parcel contains 0.29 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

A temporary Limited Highway Easement for the right to relocate the Chicago, Milwaukee, St. Paul and Pacific Railroad Company roadbed, including for such purpose the right to operate necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon, any vegetation that the highway authorities may deem necessary or desirable, in and to the tract of land described below:

Also, a Limited Highway Easement for the right to construct and maintain slopes and ditches common to said railroad and to U.S.H. 16, including for such purpose the right to operate necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, but without prejudices to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Waukesha County, State of Wisconsin, described below:

In the south one-half of Section 36, Township 8 North, Range 17 East, and in the northeast one-quarter of Section 1, Township 7 North, Range 17 East, and in the northwest one-quarter of Section 6, Township 7 North, Range 18 East, all that part of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, beginning at a point in the center line of said Railroad which is 254.13 feet North 0°57'06" West of and 1345.59 feet North 80°44'34" West of the south one-quarter corner of said Section 36, as measured along and from the north and south one-quarter line of said Section 36, and extending easterly to a point in said center line which is 1033.08 feet South 0°15'18" East of and 205.37 feet South 61°49'08" East of the northwest corner of said Section 6, as measured along and from the west line of said Section 6.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

EASEMENT (continued from preceeding page)

This easement is subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its VicekPresident and by its Asst. Secretary on June 20, 1974.

In presence of:

s/ J. M. Rekar
Witness

s/ J. E. Kot
Witness

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By: s/ E. J. Stoll
Vice President

COUNTERSIGNED:

By: s/ G. G. Grudnowski
Asst. Secretary

This document was prepared by Mr. R. H. Keegan of Real Estate, Economic and Resource Development Department of Chicago, Milwaukee, St. Paul and Pacific Railroad Company at Chicago, Illinois.

Project I.D. 1371-2-54 Parcel 244

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this June 20, 1974, E. J. Stoll, Vice President and G. G. Grudnowski, Asst. Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Asst. Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

S/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Illinois
My Commission expires Nov. 30, 1975

STATE OF WISCONSIN)
Department of State) ss.
Received this 14th day of
Oct A. D. 19 74 at 10:22
o'clock A.M. and recorded in Vol.
50 of L R M
on page 247-248
Secretary of State

from: L. E. Grinde, Bureau of Real Estate

EASEMENT DEED NO. 78809 Auth. No. P-8203

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE HUNDRED AND NO/100 DOLLARS ($100.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Sheboygan, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company lands in the Northwest Quarter of the Northeast Quarter, Section 35 and the Southwest Quarter of the Southeast Quarter, Section 26, all in Township 13 North, Range 22 East, lying between lines 110 feet North of and 90 feet South of and parallel with the following described S.T.H. 144 reference line:

Commencing at the North one-quarter corner of said Section 35; thence S 89° 46' 26" E, 937 feet; thence S 89° 26' 20" E, 385 feet to the East line of the said Northwest Quarter of the Northeast Quarter.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assignes, the right to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not incunsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvemant, maintenance or use of said described real estate or any part thereof as a street or highway; and if any special tax or assessment shall be levied or assessed against the real estate of the Grantor for all or any of the purposes aforesaid, the Grantee by its acceptance hereof hereby assumes and agrees to pay the same.

DATED this 3rd day of September, 1974.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

s/ M. F. Chatterton

By: s/ Robert W. Mickey, Assistant Vice President

s/ Helen M. Circelli

Attest s/ G. L. Vargason, Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G. L. Vargason, to me personally known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secreaty of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and v oluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the used and purposes therein set forth.

Easement Deed No. 78809
Auth. No. P-8203

STATE OF ILLINOIS)
) SS (continued from preceeding page)
COUNTY OF COOK)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd of September, 1974.

/s/ Helen M. Wright
Notary Public, in and for the County of Cook in the State of Illinois
Helen M. Wright

My Commission Expires: March 9, 1978.

This instrument was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN
Department of State } ss.
Received this 14th day of Oct. A.D. 1974 at 10:00 o'clock A.M. and recorded in Vol. 32 of Misc. on Page 249-250
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of TWO THOUSAND DOLLARS ($2,000.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, Division of Highways, Grantee, an easement, for highway purposes in, on, over and across the following described lands, situated and being in Monroe County, Wisconsin, to-wit:

A parcel of land in Township 15 North, Range 3 West, Section 30 in the SW 1/4 SW 1/4, SE 1/4 SW 1/4 and the SW 1/4 SE 1/4 in Section 31 in the NW 1/4 NW 1/4, the NE 1/4 NW 1/4 thereof, located from the following described reference line being described in two parts:

Commencing in Section 30 on the west line at a point located 599.23 feet north of the SW corner thereof, thence S 67°01' E along a reference line 885.10 feet to the point of beginning of Part 1.

PART I:

Thence along a reference line bearing S 67°01' E, 482.73 feet to the point of a 10°00' curve left; thence continuing easterly along said curve 236.43 feet; thence along a reference line bearing N 89°20' E, 526.30 feet to the point of a 15°00' curve left; thence northeasterly along said curve 119.38 feet; thence along a reference line bearing N 71°26' E, 63.73 feet to the point of an 18°00' curve left; thence northeasterly along said curve 78.68 feet; thence along a reference line bearing N 57°16' E, 313.46 feet to the point of a 16°00' curve left; thence northeasterly along said curve 143.73 feet; thence along a reference line bearing N 34°16' E, 535.99 feet to a point hereinafter referred to as Point "A"; thence S 56°01' E, 306.75 feet.

Width of parcel as measured easterly from the point of beginning and at right angles to or radially from the reference line.

PART I:

A uniform 30 feet lying to the south and southeast and parallel to the reference line for the first 1964.44 feet.

PART II:

Beginning at the aforelocated Point "A", A uniform 60 feet for the entire 306.75 feet 30 feet lying either side of the reference line, except that land lying in Outlot 50, 56 and 60.

Said parcel contains 0.62 acres, more or less, exclusive of all land previously acquired or now used for highway purposes.

ID 5143-1-21 Parcel 1 (continued on next page)

(continued page 2) CMSTP&P RR Easement

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this October 1, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

s/ Jean L. Dziedzic,
Witness

By: s/ E. J. Stoll,
Vice President

COUNTERSIGNED:

s/ J. E. Kot,
Witness

By: s/ G. G. Grudnowski,
Assistant Secretary

This document was prepared by Mr. R. H. Keegan of Real Estate, Economic and Resource Development Department of Chicago, Milwaukee, St. Paul and Pacific Railroad Company at Chicago, Illinois.

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this October 1, 1974, E. J. Stoll, Vice President and G. G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

S/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.
My Commission expires Nov. 30, 1975

STATE OF WISCONSIN
Department of State } ss.
Received this 22nd day of
Oct. A. D. 19 74 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 250-251
Secretary of State

ILLINOIS CENTRAL GULF RAILROAD COMPANY

to

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
Trustee

SUPPLEMENTAL INDENTURE

Dated as of October 15, 1974

To Consolidated Mortage of Illinois Central Railroad Company
Dated November 1, 1949

Providing for First Mortgage 11 1/4 % Bonds, Series I,
Due October 15, 1999

SUPPLEMENTAL INDENTURE, dated as of October 15, 1974, between ILLINOIS CENTRAL GULF RAILROAD Company, a corporation of the State of Delaware, hereinafter called the Company, party of the first part, and MORGAN GUARANTY TRUST COMPANY of NEW YORK, a corporation of the State of New York, hereinafter called the Trustee, party of the second part.

WHEREAS, Illinois Central Railroad Company (hereinafter called the Railroad) heretofore executed and delivered to the Trustee an Indenture, dated November 1, 1949 (hereinafter called the Indenture dated November 1, 1949), providing for the issuance from time to time of mortgage bonds of the Railroad (hereinafter sometimes called the Bonds); and

WHEREAS, the Railroad thereafter executed and delivered to the Trustee supplemental indentures dated December 14, 1951, June 1, 1952, August 1, 1952, January 1, 1954, July 1, 1954, August 1, 1954, September 15, 1954, January 10, 1958, August 16, 1963, March 18, 1966 and June 26, 1968; and

WHEREAS, the Railroad thereafter transferred substantially all of its properties, subject to substantially all its liabilities, to the Company, and the Company executed and delivered to the Trustee a supplemental indenture dated as of August 10, 1972 whereby the Company assumed the due and punctual payment of the principal, premium, if any, and interest on all the Bonds and the performance and observance by the Company of the covenants and conditions to be fulfilled or kept by the Railroad; and

WHEREAS, the Indenture dated November 1, 1949, as amended and supplemented by the abovementioned supplemental indentures is hereinafter called the Consolidated Mortage and the terms defined therein are used herein; and

WHEREAS, there have been authenticated and delivered under the Consolidated Mortgage $3,972,000 principal amount of Consolidated Mortgage Thirty Year 3 3/4% Bonds, Series A, due November 1, 1979, $5,519,000 principal amount of Consolidated Mortgage Thirty Year 3 3/4% Bonds, Series B, due November 1, 1979, $19,366,000 principal amount of Consolidated Mortgage Twenty-Five Year 3 3/4% Bonds, Series C, due November 1, 1974, $25,000,000 principal amount of Consolidated Mortgage Thirty Year 4 1/4%

Bonds, Series D, due June 1, 1982, $62,000,000 principal amount of Consolidated Mortgage Thirty Year 3 7/8% Bonds, Series E, due August 1, 1982, $15,000,000 principal amount of Consolidated Mortgage Thirty Year 3 3/4% Bonds, Series F, due January 1, 1984, $25,000,000 principal amount of First Mortgage Twenty-Six Year 3 1/4% Bonds, Series G, due August 1, 1980 and $60,000,000 principal amount of First Mortgage Thirty-Five Year 3 3/8% Bonds, Series H, due September 15, 1989; and

WHEREAS, the Company desires to create a new series of Bonds, to be designated First Mortgage 11 1/4% Bonds, Series I, due October 15, 1999 (hereinafter sometimes called the Bonds of Series I), and desires by this Supplemental Indenture, as provided in Sections 1.07 and 16.01 (g) of the Consolidated Mortgage, to set forth the terms and provisions of the Bonds of Series I; and

WHEREAS, the Company desires to subject to the lien of the Consolidated Mortgage certain of its properties not heretofore subject thereto and to make certain other provisions for the further security of the Bonds issued and to be issued under the Consolidated Mortgage; and

WHEREAS, the execution and delivery of this Supplemental Indenture have in all respects been duly authorized and all conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement and to authorize the Bonds of Series I have been duly performed, done and complied with;

Now, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and of the sum of $10 to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Company covenants and agrees to and with the Trustee for the equal and proportionate benefit and security of the holders of the Bonds as hereinafter set forth:

ARTICLE I.

Bonds of Series I.

SECTION 1.01. The Bonds of Series I shall be designated First Mortgage 11 1/4% Bonds, Series I, due October 15, 1999, shall be issuable at one time or from time to time, in accordance with the terms of the Consolidated Mortgage, shall be dated as provided in Section 1.08 of the Consolidated Mortgage in respect of registered bonds except, in order to fulfill the requirements of the fifth paragraph of Section 1.09 of the Consolidated Mortgage, that so long as there is no existing default in the payment of interest upon the Bonds of Series I, any Bond of Series I issued after the close of business on any Record Date, as hereinafter defined, with respect to any interest payment date (April 15 or October 15, as the case may be) and prior to such interest payment date, shall be dated as of such interest payment date; provided, however, that if and to the extent that the Company shall default in the payment of interest due on such interest payment date, then any such Bond of Series I shall bear interest from the April 15 or October 15, as the case may be, being the interest payment date for Bonds of Series I to which interest has previously been paid or made available for payment on the outstanding Bonds of said Series, or if the Company shall default in the payment of interest on the first interest payment date for Bonds of Series I, then from October 15, 1974, the date as of which all Bonds of Series I issued prior to the close of business on the initial Record Date shall be dated.

So long as there is no existing default in the payment of interst on the Bonds of Series I, the interest payable on any interest payment date shall be paid to the person in whose name any Bond of such Series is registered at the close of business on the Record Date with respect to such interest payment date, and such person shall be entitled to receive the interest payable on such interest payment

date notwithstanding the cancellation of any such Bond on any exchange or transfer of registration thereof subsequent to the Record Date and prior to such interest payment date, except as and to the extent the Company shall default in the payment of interest due on such interest payment date, in which event such defaulted interest shall be paid to the person in whose name such Bond is registered on the close of business on a subsequent Record Date, which shall not be less than five (5) days prior to the date of payment of such defaulted interest, established by notice given by mail by or on behalf of the Company to the persons in whose names such Bonds are registered and to the Trustee not less than ten (10) days preceding such subsequent Record Date.

The term "Record Date" as used herein with respect to any interest payment date (April 15 or October 15, as the case may be) shall mean the first day of April or the first day of October, as the case may be, next preceding such interest payment date, whether or not such day is a business day, or with respect to the payment of defaulted interest, the date established by the Company as hereinabove provided.

As used in this Section 1.01, the term "default in the payment of interest" means failure to pay interest on the applicable interest payment date disregarding any period of grace permitted by the Consolidated Mortgage.

The Bonds of Series I (a) shall mature on October 15, 1999, (b) shall bear interest at the rate of 11 1/4% per annum, payable semiannually on each April 15 and October 15 after the date thereof until the principal amount thereof shall become due and payable, and at the same rate per annum on any overdue principal and, to the extent permitted by law, on any overdue instalments of interest; (c) shall be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts provided, however, that unless other arrangements are made by the holder, interest shall be paid by check mailed to the person entitled thereto at his address last appearing on the Bond register; (d) shall be redeemable at any time as a whole or from time to time in part, to the extent provided in Section 1.02 hereof and in Article Seventh of the Consolidated Mortgage; (e) shall be issuable only as registered Bonds without coupons in denominations of $1,000 and such multiples thereof as may from time to time be approved by the Company (such approval to be conclusively evidenced by the execution thereof) the several denominations of registered Bonds without coupons being interchangeable in like aggregate principal amounts; (f) shall be entitled to mandatory payments of principal to the extent provided in Section 1.04 hereof; and (g) shall be limited to the aggregate principal amount of not exceeding $25,000,000, exclusive of Bonds authenticated and delivered upon transfer of or in exchange for other Bonds or in lieu of lost, stolen, destroyed or mutilated Bonds.

SECTION 1.02. The Bonds of Series I shall be redeemable at the option of the Company, at any time as a whole or from time to time in part (if less than all of the Bonds of Series I are to be redeemed, the Bonds to be redeemed shall be selected as provided in Section 1.04 hereof), upon notice given as provided in Section 7.04 of the Consolidated Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth below plus in each case unpaid interest accrued thereon to the date fixed for redemption (which unpaid interest shall, however, be paid to the holders of record on the applicable Record Date to the extent provided in Section 1.01 hereof):

IF REDEEMED DURING TWELVE MONTHS' PERIOD

BEGINNING OCTOBER 15

1974	111.25%	1987	105.16%
1975	110.78%	1988	104.69%
1976	110.31%	1989	104.22%
1977	109.84%	1990	103.75%
1978	109.38%	1991	103.28%
1979	108.91%	1992	102.81%
1980	108.44%	1993	102.34%
1981	107.97%	1994	101.88%
1982	107.50%	1995	101.41%
1983	107.03%	1996	100.94%
1984	106.56%	1997	100.47%
1985	106.09%	1998	100.00%
1986	105.63%		

provided, however, that none of the Bonds of Series I shall be redeemable by the Company at its option prior to October 15, 1984, directly or indirectly, with borrowed funds or in anticipation of funds to be borrowed, having an effective annual interest cost to the Company of less than 11.50%.

The Bonds of Series I are also entitled to mandatory redemption at the times and to the extent provided in Section 1.04 hereof at 100% of the principal amount thereof plus unpaid interest accrued thereon to the date fixed for redemption (which unpaid interest shall, however, be paid to the holders of record on the applicable Record Date to the extent provided in Section 1.01 hereof).

SECTION 1.03. The Bonds of Series I and the Trustee's certificate of authentication on the Bonds of Series I shall be substantially in the following forms:

(FORM OF BOND OF SERIES I)

No. . . . . $. . . . . .

ILLINOIS CENTRAL GULF RAILROAD COMPANY

First Mortgage 11 1/4% Bond, Series I,
due October 15, 1999

Illinois Central Gulf Railroad Company, a corporation of the State of Delaware (hereinafter called the Company), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on the fifteenth day of October, 1999, and to pay interest on said principal amount from the date hereof at the rate of 11 1/4% per annum, semi-annually on the fifteenth day of April and on the fifteenth day of October in each year until said principal amount shall become due and payable; and to pay interest at the same rate per annum on any overdue principal and, to the extent permitted by law, on any overdue instalments of interest. The interest so payable on any interest payment date (April 15 or October 15, as the case may be) will, so long as there is no existing default in the payment of interest and except for the payment of defaulted interest, be paid to the person in whose name this Bond is registered at the close of business on the respective Record Date, the April 1 or October 1, as the case may be, next preceding such interest payment date. Payment of the principal of, and premium, if any, and interest on, this Bond shall be payable at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, provided that, unless other arrangements are made by the registered holder, such interest shall be paid by check mailed to the registered holder at his address last appearing on the Bond register.

Illinois Central Gulf Railroad Company (continued)

This Bond is continued on the reverse side hereof and the additional provisions there set forth shall for all purposes have the same effect as if set forth in this place.

This Bond is one of the bonds of the Company (hereinafter sometimes called the Bonds) all issued and to be issued in one or more series under, and equally secured by, an indenture dated November 1, 1949, executed by the Company to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as Trustee (hereinafter sometimes called the Trustee), as supplemented by various supplemental indentures, to which indenture and all supplements thereto (said indenture, as so supplemented, being hereinafter sometimes called the Consolidated Mortgage) reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of the security, the rights of the holders of the Bonds and the rights, duties and immunities of the Trustee thereunder. This Bond is one of a series of the Bonds known as the First Mortgage 11 1/4% Bonds, Series I, due October 15, 1999 (hereinafter sometimes called the Bonds of Series I), which are limited to the aggregate principal amount of not exceeding $25,000,000.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to date, maturity, interest rate, redemption, conversion and sinking fund provisions, if any, and otherwise, all as in the Consolidated Mortgage provided.

If an Event of Default, as defined in the Consolidated Mortgage, shall occur, the principal of the Bonds may be declared, or may become, due and payable in the manner and with the effect provided in the Consolidated Mortgage.

The Consolidated Mortgage permits the amendment thereof and the modification or alteration, in any respect, of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series thereunder and hereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding, affected by such amendment, modification or alteration (including, in the case, among others, of a modification of the terms of payment of the principal of, or premium or interest on, this Bond, the consent of the registered holder hereof), all as more fully provided in the Consolidated Mortgage.

As provided in the Consolidated Mortgage, the Bonds of Series I are redeemable at the option of the Company, at any time as a whole or from time to time in part, upon the notice provided in the Consolidated Mortgage at the redemption prices (expressed in percentages of principal amount) set forth below, in each case plus unpaid interest accrued thereon to the date fixed for redemption:

IF REDEEMED DURING TWELVE MONTHS' PERIOD

BEGINNING OCTOBER 15

1974	111.25%	1987	105.16%
1975	110.78%	1988	104.69%
1976	110.31%	1989	104.22%
1977	109.84%	1990	103.75%
1978	109.38%	1991	103.28%
1979	108.91%	1992	102.81%
1980	108.44%	1993	102.34%
1981	107.97%	1994	101.88%
1982	107.50%	1995	101.41%
1983	107.03%	1996	100.94%
1984	106.56%	1997	100.47%
1985	106.09%	1998	100.00%
1986	105.63%		

Illinois Central Gulf Railroad (continued)

provided, however, that none of the Bonds of Series I shall be redeemable by the Company at its option prior to October 15, 1984, directly or indirectly, with borrowed funds or in anticipation of funds to be borrowed, having an effective annual interest cost to the Company of less than 11,50%. The Bonds of Series I are also entitled to mandatory redemption at the times and to the extent provided in the Consolidated Mortgage at 100% of their principal amount plus unpaid interest accrued thereon to the date fixed for redemption. Interest on all Bonds of Series I called for redemption, whether at the option of the Company or otherwise, shall, however, be paid to the record holder at the close of business on the Record Date as provided on the face hereof. If this Bond is duly called for redemption and payment duly provided for, this Bond shall cease to bear interest on and after the date designeated for such redemption.

No recourse shall be had for the payment of the principal of, or premium, if any, or interest on, this Bond or any part thereof, or for any claim based thereon or otherwise in respect thereof, or based on or in respect of the indebtedness represented thereby or of the Consolidated Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any successor corporation, as such either dirrectly or through the Company or any successor corporation, whether by any legal or equitable proceeding, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being expressly waived and released by the holder hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Consolidated Mortgage.

This Bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon surrender and cancellation of this Bond, and thereupon one or more new registered Bonds without coupons of this series of authorized denominations and for the same aggregate principal amount will be issued to the transferee in exchange therefor, as provided in the Consolidated Mortgage. The Company and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes.

This Bond may be exchanged without charge (except for any governmental charge) at said office or agency for one or more registered Bonds without coupons of this series of other authorized denominations and for the same aggregate principal amount.

This Bond shall not be entitled to any benefit under the Consolidated Mortgage, and shall not be valid or obligatory for any purpose, until it shall have been authenticated by the certificate hereon of the Trustee.

IN WITNESS WHEREOF, Illinois Central Gulf Railroad Company has caused this Bond to be signed (manually or by facsimile signature) in its name by its President or a Vice President, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary.

Dated:

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By_____
President

Attest:

_____
Secretary

Illinois Central Gulf Railroad (continued)

(Form of Trustee's Certificate of Authentication)

This Bond is one of the Bonds, of the Series designated therein, refereed to in the within mentioned Consolidated Mortgage.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, TRUSTEE

By_____
Authorized Officer.

SECTION 1.04. The Company covenants and agrees that, so long as any of the Bonds of Series I shall be outstanding, or until provision shall have been made for the redemption thereof by the deposit with the Trustee of moneys necessary to effect such redemption, the Company will make payments to the Trustee as and for the mandatory redemption of Bonds of Series I on or before October 15, 1980, and on or before October 15 of each year thereafter to and including October, 15, 1998 in an amount sufficient to redeem on each such October 15, $1,250,000 principal amount of Bonds of Series I at 100% of the principal amount thereof plus unpaid interest accrued thereon to the date fixed for redemption (which unpaid interest shall, however, be paid to the holders of record on the applicable Record Date to the extent provided in Section 1.01 hereof).

On or prior to August 15 in each of the years 1980 through 1998, inclusive, the Company shall furnish to the Trustee an Officers' Certificate stating that at the date of such Certificate no Event of Default has occurred and is continuing and that the Company will deposit with the Trustee the moneys required by the immediately paragraph when required thereby. If the Trustee shall have received such Certificate and notice of redemption shall have been commenced and moneys shall be deposited with it as required, then the Trustee shall redeem Bonds of Series I as in this Section provided regardless of whether any Event of Default shall have occurred and be continuing on the date fixed for redemption..

The Trustee shall select pro rata from the Bonds of Series I held by each holder in whose name not less than $100,000 principal amount of Bonds of Series I are registerd 60 days prior to the date fixed for redemption and otherwise by lot the Bonds of Series I to be redeemed on each such October 15 and shall give on behalf and at the expense of the Company notice (which notice shall specify the information required by Section 7.04 of the Consolidated Mortgage) by mail not less than 30 nor more than 60 days prior to such redemption date to the registered holders of all Bonds of Series I to be so redeemed, at their respective addresses appearing upon the Bond register. Any notice which is mailed as herein provided shall be conclusively presumed to have been properly and sufficiently given on the date of such mailing. In any case, failure to give due notice by mail, or any defect in the notice, to the registered holders of any Bonds of Series I designated for redemption, shall not affect the validity of the proceedings for the redemption of any other Bond of Series I.

ARTICLE II.

Additional Event of Default

SECTION 2.01. In accordance with the provisions of Section 16.01 (f) of the Consolidated Mortgage the Company hereby covenants that it will not permit to occur or be continuing any event of default under the First and Refunding Mortgage, dated as of July 1, 1940, of Gulf, Mobile and Ohio Railroad Company to Central Hanover Bank and Trust Company and Frank Wolfe, Trustees, as heretofore or hereafter supplemented (hereinafter the "GM&O First and Refunding Mortgage"); or under the General Mortgage, dated as of July 1, 1940, of Gulf, Mobile and Ohio Railroad Company to St. Louis Union Trust Company and

Harold J. Miller, Trustees, as heretofore or hereafter supplemented (hereinafter the "GM&O General Mortgage"); or under the First Mortgage, dated as of May 31, 1947, of Kansas City, St. Louis and Chicago Railroad Company to United States Trust Company of New York and Herman M. Langworthy, Turstees, as heretofore or hereafter supplemented (hereinafter the "Kansas City Mortgage"), as the term event of default is defined in such mortgages, and it is hereby provided that there shall be added a subsection (f) to Section 11.01 of the Consolidated Mortgage to be as follows:

"(f) there shall have occurred and be continuing an event of default, as the term event of default is defined in such mortgages, under the GM&O First and Refunding Mortgage, the GM&O General Mortgage or the Kansas City Mortgage;".

The Trustee shall not be charged with knowledge of such event of default unless a responsible officer of the Trustee assigned to its corporate trust department shall have actual knowledge of such event of default or unless written notice thereof shall have been given to the Trustee by the Company or by the holders of not less than five percent in principal amount of the Bonds then outstanding.

ARTICLE III.

Mortgage and Pledge of Additional Property and
Restrictions on Additional Prior Lien Debt

SECTION 3.01. In order to further secure the payment of the principal of, and premium, if any, and interest on all the Bonds now issued and outstanding under the Consolidated Mortgage and all Bonds which may hereafter be issued and outstanding under the Consolidated Mortgage, the Company hereby mortgages and pledges to the Trustee and subjects to the lien of the Consolidated Mortgage the property described on Schedule A attached hereto and expressly made a part hereof. The Company hereby covenants and agrees that it shall take all necessary steps to perfect the lien of the Consolidated Mortgage on all such property prior to July 31, 1975. In addition, the Company hereby covenants and agrees that it shall, prior to February 1, 1975, take all necessary steps to perfect the lien of the Consolidated Mortgage on not less than 90% (on the basis of book values as of a date not earlier than August 31, 1974) of the property described in Paragraphs First and Fifth of Schedule A and not to be excepted from the lien of the Consolidated Mortgage by reason of the third to last paragraph of Schedule A. The Company shall on or prior to July 31, 1975 and February 1, 1975, respectively, deliver to the Trustee Officers' Certificates and Opinions of Counsel evidencing compliance with such covenants. Such Officers' Certificates and Opinions of Counsel shall be substantially in the form provided in Section 6.03 of the Consolidated Mortgage with appropriate changes.

SECTION 3.02. The Company hereby covenants and agrees that it will not issue or cause to be authenticated and delivered any additional bonds (other than upon transfer, exchange or substitution for outstanding bonds) under the GM&O First and Refunding Mortgage or under the GM&O General Mortgage or under the Kansas City Mortgage except in all cases for bonds which upon their issuance and authentication are delivered to the Trustee under the Consolidated Mortgage for the further security of the Bonds issued and which may hereafter be issued under the Consolidated Mortgage.

ARTICLE IV.

Miscellaneous.

SECTION 4.01. The Trustee shall not be responsible for the correctness of the recitals or statements herein contained, which shall be taken as the statements of the Company, and the Trustee makes no representations and shall have no responsibility for, or in respect of, the validity or sufficiency of this Supplemental Indenture or the execution hereof by the Company.

Illinois Central Gulf Railroad Company (continued)

SECTION 4.02. This Supplemental Indenture is executed as and shall constitute an instrument supplemental to the Consolidated Mortgage, and shall be construed in connection with and as a part of the Consolidated Mortgage.

SECTION 4.03. This Supplemental Indenture may be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument. The Company acknowledges receipt of at least one executed counterpart of this Supplemental Indenture.

SECTION 4.04. The beneficiaries under this Supplemental Indenture are the holders from time to time of the Bonds outstanding under the Consolidated Mortgage, as supplemented by this Supplemental Indenture.

SECTION 4.05. The post-office address and residence of the Trustee at the date hereof is Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, N.Y. 10015, being in the City of New York, County of New York and State of New York.

IN WITNESS WHEREOF, Illinois Central Gulf Railroad Company, party of the first part hereto, has caused these presents to be signed by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, and Morgan Guaranty Trust Company of New York, party of the second part hereto, has caused these presents to be signed by one of its Trust Officers and its corporate seal to be hereto affixed and attested by one of its Assistant Secretaries, as of the day and year first above written.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

S/ (Corporate Seal)

By: s/ J. R. Lynch, Vice President

Attest:

s/ J. B. Goodrich, Secretary

In the presence of:

s/ Margaret J. Feulner

s/ James J. McCabe, Jr.

MORGAN GUARANTY TRUST COMPANY
of NEW YORK

s/ (Corporate Seal)

By: s/ P. J. Crooks, Trust Officer

Attest:

s/ W. W. Brewer, Assistant Secretary

In the presence of:

s/ H. O. Streetz

s/ Donald R. Zircher

This instrument was prepared by James J. Brennan, whose address is One First National Plaza, Chicago, Illinois 60670.

(continued on next page)

Illinois Central Gulf Railroad Company (continued)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DANIEL P. HIGGINS, a Notary Public in and for said County and State, do hereby certify that J. R. Lynch, whose name as Vice President of Illinois Central Gulf Railroad Company, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily and as the act of said corporation; that J. R. Lynch, personally known to me to be Vice President of Illinois Central Gulf Railroad Company, a corporation, and J. B. Goodrich, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered said instrument of writing as Vice President and Secretary of said corpwation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth; that personally appeared before me J. R. Lynch, Vice President of Illinois Central Gulf Railroad Company, a corporation duly incorporated, organized and existing under the laws of the State of Delaware, and J. B. Goodrich, Secretary of said corporation, personally known to me and personally known to me to be such officers and to be the same persons who executed as such officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation; that personally appeared before me J. R. Lynch, who is personally known to me and who acknowledged that he, the said J. R. Lynch, as Vice President of, and for, on behalf of, and by authority of, Illinois Central Gulf Railroad Company, a corporation duly incorporated, organized and existing under the laws of the State of Delaware, signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on October 17, 1974; that before me personally appeared J. R. Lynch, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Illinois Central Gulf Railroad Company, one of the within named signers, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President; that on this day before me appeared J. R. Lynch, to me personally known, who, being by me duly sworn, did say that he is Vice President of Illinois Central Gulf Railroad Company and that the seal affixed to said instrument is the corporate 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 J. R. Lynch acknowledged said instrument to be the free act and deed of said corporation and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed; that on this day before me personally came J. R. Lynch, to me known, who, being by me duly sworn, did depose and say that he resides at 400 E. Randolph Street, Chicago, Illinois, that he is the Vice President of Illinois Central Gulf Railroad Company, the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; that on this day before me, the undersigned officer, personally appeared J. R. Lynch, who acknowledged himself to be a Vice President of Illinois Central Gulf Railroad Company, a corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President; that on this day before me appeared in person the within named J. R. Lynch and J. B. Goodrich, to me

Illinois Central Gulf Railroad Company (continued)

personally well known, who stated that they were Vice President and Secretary of said corporation and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth; and I do further certify that I am a Notary Public duly commissioned, qualified and acting within and for the above County and State, and as such Notary Public am authorized by the laws of said State to take acknowledgments in said County and State.

In WITNESS WHEREOF, I have hereunto set my hand and the official seal of my office in said County of Cook, State of Illinois, this 17th day of October, 1974.

S/ Daniel P. Higgins
Notary Public.

My Commission expires:
September 22, 1977.

(Notarial Seal)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Virginia N. Shanahan, a Notary Public in and for said County and State, do hereby certify that P. J. Crooks, whose name as Trust Officer of Morgan Guaranty Trust Company of New York, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation; that P. J. Crooks, personally known to me to be a Trust Officer of Morgan Guaranty Trust Company of New York, a corporation, and W. W. Brewer, personally known to me to be an Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Officer and Assistant Secretary, they signed and delivered said instrument of writing as Trust Officer and Assistant Secretary of said corpomation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, as trustee, for the uses and purposes therein set forth; that personally appeared before me P. J. Crooks, Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly incorporated, organized and existing under the laws of the State of New York, signed the above and foregoing instrument and affixed the corpomate seal of said corporation thereto and delivered said instrument on October 17, 1974; that before me personally appeared P. J. Crooks, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the within named signers, a corporation, and that he, as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trust Officer; that on this day before me appeared P. J. Crooks, to me personally known who, being by me duly sworn, did say that he is a Trust Officer of Morgan Guaranty Trust Company of New York and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said P. J. Crooks acknowledged said instrument to be the free act and deed of said corporation and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed; that on this day before

me personally came P. J. Crooks, to me known, who, being by me duly sworn, did depose and say that he resides at 235 Lincoln Place, Brooklyn, New York, that he is a Trust Officer of Morgan Guaranty Trust Company of New York, the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority; that on this day before me, the undersigned officer, personally appeared P. J. Crooks, who acknowledged himself to be a Trust Officer of Morgan Guaranty Trust Company of New York, a corporation, and that he, as such Trust Officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as Trust Officer; that on this day before me appeared in person the within named P. J. Crooks and W. W. Brewer, to me personally well known, who stated that they were a Trust Officer and Assistant Secretary of said corporation and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth; and I do further certify that I am a Notary Public duly commissioned, qualified and acting within and for the above County and State, and as such Notary Public am authorized by the laws of said State to take acknowledgments in said County and State.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of my office in said County of Cook, State of Illinois, this 17th day of October, 1974.

S/ Virginia N. Shanahan
Notary Public
My Commission expires:
May 4, 1976.

(Notarial Seal)

SCHEDULE A

FIRST. All the following described lines of railroad and other properties formerly owned by the Gulf, Mobile and Ohio Railroad Company (hereinafter the GM&O) and all right, title and interest of the Company in and to any and all other lines of railroad in or to which the GM&O had any right, title or interest as of August 10, 1972, the date on which it transferred substantially all of its properties to the Company:

(1) The lines of railway, roadbeds and rights of way formerly of Mobile and Ohio Railroad Company which were conveyed by Jack Meredith, as Special Master, et al. to the GM&O, by deed dated September 4, 1940, which constitute (a) the main line which extends from Mobile, Alabama, through the States of Alabama, Mississippi, Tennessee, Kentucky and Illinois to East St. Louis, Illinois, a distance of 646.07 miles, more or less, (b) the entire branch railroad formerly known as the Farnell Branch, extending from Survey Station 202 + 31 of the former Gulf, Mobile and Northern Railroad main line (near Old Government Street) in Mobile, Alabama, to a point immediately south of the plant of Bell Feed and Fertilizer Company at Mertz community, in Mobile, a distance of 1.66 miles, lmore or less, (c) the entire branch railroad known as the Montgomery Division line, extending from its junction with said main line at Artesia, Mississippi through the states of Mississippi and Alabama to Montgomery, Alabama, a distance of 181.01 miles, more or less, (d) the entire branch railroad known as the Warrier Branch, extending from its junction with said Montgomery Division line at Tuscaloosa, Alabama, to a point 400 feet, more or less, east of the west end of the bridge over Hurricane Creek in Tuscaloosa County, Alabama, a distance of 8.56 miles, more or less, (e) the entire branch

railroad which, prior to its abandonment, was known as the Starkville Branch, extending from its junction with said main line at Artesia, Mississippi to chainage station 486 + 42, on which is located approximately 4,242 feet of track, together with all real estate and all estates and interests in real estate and all tracks, structures, improvements, fixtures, tenements, appurtenances and hereditaments owned by the Company and appurtenant to said properties.

(2) The main line of railroad formerly of Gulf, Mobile & Northern Railroad Company (hereinafter GM&N) extending from the point of commencement thereof in the City of Mobile in the State of Alabama and thence running in a general northerly direction through the County of Mobile, Alabama and the Counties of George, Greene, Perry, Jones, Jasper, Newton, Neshoba, Winston, Choctaw, Webster, Chickasaw, Pontotoc, Union and Tippah in the State of Mississippi and the Counties of Hardeman, Chester and Madison in the State of Tennessee to a point at or near the City of Jackson in the County of Madison in the State of Tennessee, about 407.52 miles;

(3) That part of the railroad formerly of GM&N running from a point on the main line formerly of GM&N at or near Beaumont in the County of Perry, State of Mississippi, through said County of Perry in the direction of the City of Hattiesburg in Forrest County, Mississippi, lying between the point of connection with the main line formerly of GM&N, to the west line of Section 32, Township 3 North, Range 9 West, about 0.37 miles;

(4) A spur or switch thereto running in a general northeasterly direction from a point on the main line formerly of GM&N approximately two miles west of Florida Street in the City of Mobile, Alabama to the point of connection with the former Mobile and Ohio Railroad Company main track in Prichard, Alabama, about 3.26 miles;

(5) The line of railroad in the State of Mississippi formerly known as the Jackson & Eastern Railroad, beginning at its point of connection with the main track formerly of GM&N in the Town of Union, in the County of Newton, and running thence in a southwesterly direction a distance of about 71.37 miles, in or through the Counties of Newton, Neshoba, Scott, Leake and Rankin, to a point at or near the west pier of Pearl River bridge near the City of Jackson, in the County of Hinds;

(6) The line of railroad in the State of Mississippi formerly known as the Meridian & Memphis Railroad, beginning at the point of switch at the former Illinois Central Railroad in the NE/4 of the NW/4 of Section 23, Township 6 North, Range 15 East, in the City of Meridian, Lauderdale County, and running thence in a northwesterly direction a distance of about 29.06 miles to a point of connection with the main track formerly of GM&N within or near the Town of Union in the County of Newton;

(7) The line of railroad in the State of Tennessee formerly known as the Birmingham & Northwestern Railroad, beginning at its point of connection with the tracks of the Nashville, Chattanooga & St. Louis Railroad Company in the City of Jackson, County of Madison, and running thence in a northwesterly direction a distance of 48.04 miles, through the County of Madison and the County of Crockett to a point within or near the Town of Dyersburg in the County of Dyer;

(8) The line known as the Bemis Connection, which extends from the junction point at Iselin, Tennessee, to Bemis, Tennesse, in Madison County, a distance of approximately 1.81 miles;

(9) The lines of railways, roadbeds and rights of way formerly of The Alton Railroad Company and the trustee of its railroads and properties which were conveyed to and vested in the GM&O by Consummation Order and Final Decree of the District Court of the United States for the Northern District of Illinois, Eastern Division, entered in May, 1947, in proceedings under Section 77 of the Bankruptcy Act entitled "In the Matter of The Alton Railroad Company, Debtor, No. 79081," and by further instrument of conveyance to the GM&O executed and delivered by The Alton Railroad Company and its said Trustee, effective as of May 31, 1947, said lines of railway, roadbeds and rights of way being more particularly described as follows: (a) its line which extends from Joliet, Will County, Illinois, through the Counties of Will, Grundy, Livingston, McLean, Logan, Sangamon, Macoupin, Jersey, Madison and St. Clair, to East St. Louis in St. Clair County, Illinois, a distance of 239.19 miles, more or less; (b) its line which extends from a junction with the line from Joliet to East St. Louis at South Joliet, Will County, Illinois, through the Counties of Will and Grundy by way of Pequot, in Grundy County, to a junction at Mazonia, in Grundy County, with the line from Joliet to East St. Louis, a distance of 24.91 miles, more or less; (c) its line which extends from Iles, in Sangamon County, Illinois, from the junction point of the line from Joliet to East St. Louis, through the Counties of Sangamon, Morgan, Scott, Greene and Pike, to the center of the draw span of the bridge over the Mississippi River in Pike County, Illinois, a distance of 82.08 miles, more or less; (d) its line which extends from Roodhouse, Greene County, Illinois, through the Counties of Greene, Jersey and Madison, to Godfrey, where it intersects with the line from Joliet to East St. Louis, in Madison County, Illinois, a distance of 40.25 miles, more or less; (e) its line which extends from the junction point on the line from Joliet to East St. Louis at Dwight, Livingston County, Illinois, through the Counties of Livingston, LaSalle, Marshall, Woodford and Tazewell, to Washington, in Tazewell County, Illinois, a distance of 70.08 miles, more or less, and the branch on said line which extends from the junction point thereon at Varna, in Marshall County, Illinois, to Lacon, in Marshall County, Illinois, a distance of 10.31 miles, more or less; (f) its line which extends from the junction point on the line from Joliet to East St. Louis at Bloomington, in McLean County, Illinois, through the Counties of McLean, Tazewell, Logan, Mason, Menard, Sangamon, Cass and Morgan, to Murrayville, Morgan County, Illinois, a distance of 100.35 miles, more or less, to a junction with the line from Iles to the center of the span of the Mississippi River bridge in Pike County, Illinois; (g) its line which extends from the junction point with the line from Joliet to East St. Louis at Sherman, Sagamon County, Illinois, through the Counties of Sangamon, Logan, Mason and Tazewell, to the junction with the line of the Peoria and Pekin Union Railway Company, at Grove, Tazewell County, Illinois, a distance of 50.67 miles, more or less; (h) its line in Madison County, Illinois, which extends from a junction point with the line from Joliet to East St. Louis, at Godfrey, through Alton to Wann, a distance of 10.24 miles, more or less, to another junction with the line from Joliet to East St. Louis; (i) its line which extends westwardly from the junction point on the line from Roodhouse to Godfrey at Carrollton, in Greene County, Illinois, a distance of 1.41 miles, more or less; together with all real estate and all estates and interests in real estate and all tracks, structures, improvements, fixtures, tenements, appurtenances and hereditaments owned by the Company and appurtenant to said properties.

(10) The line of railroad of GM&O which it acquired from The Joliet and Chicago Railroad Company by instrument of conveyance dated June 16, 1950, which said line of railroad extends from the City of Joliet, in Will County, Illinois, to the City of Chicago, in Cook County, Illinois, a distance of 34.91 miles, more or less; together with all real estate and all estates and interests in real estate and all tracks, structures, improvements, fixtures, tenements, appurtenances and hereditaments owned by the Company and appurtenant to said property.

Illinois Central Gulf Railroad Company (continued)

(11) The lines of railroad formerly of the Louisiana and Missouri River Railroad Company, which GM&O acquired from it by instrument of conveyance dated December 29, 1949, as follows: (a) the line beginning at the center of the draw span of the bridge across the Mississippi River at chainage station 14209+69 near Louisiana, Pike County, Missouri, and extending to the point of switch in the main track of the Wabash Railroad Company at South Branch Junction, Mexico, Audrain County, Missouri, at chainage station 16941+44; and (b) the line called the Fulton Branch, beginning at the point of switch in the main track of the Wabash Railroad Company at chainage station 16941+92 at Mexico, Audrain County, Missouri, and extending to chainage station 18206+81, at Fulton, Callaway County, Missouri; together with all real estate and all estates and interests in real estate and all tracks, structures, improvements, fixtures, tenements, appurtenances and hereditaments owned by the Company and appurtenant to said properties;

(12) The lines of railroad formerly of Kansas City, St. Louis and Chicago Railroad Company (KCSL&C), including all its rights of way, lands, tracks, property and facilities, beginning at the easterly end of its main track at chainage station 16935+08, which is the point of switch located in the former main track of the Louisiana and Missouri River Railroad Company, west of the west line of Western Avenue in the City of Mexico, Audrain County, Missouri, and extending westerly approximately 156.89 miles through the counties of Audrain, Boone, Randolph, Howard, Saline, Lafayette and Jackson, State of Missouri, to a connection with the main track of the Kansas City Terminal Railway Company, hereinafter called Terminal Company, at chainage station 25168+02, which point of connection is hereinafter referred to as Rock Creek Junction;

(13) All the properties formerly of KCSL&C located in Kansas City, Missouri, west of Rock Creek Junction, including the following:(a) the line between chainage station 25173+20 and a point of 0.05 mile west of said chainage station in Kansas City, Missouri; and (b) the line lying between Gillis Street and Broadway Tower in Kansas City, Missouri; including all of the right of way, land, property, tracks and facilities formerly known as GM&O's 12th Street Yard Freight and Engine Terminal, which is connected at a point in or near 12th Street with tracks of the Terminal Company, which tracks in turn connect with the tracks of the former Chicago, Burlington & Quincy Railroad Company at or near St. Louis Avenue; together with all real estate and all estates and interests in real estate and all tracks, structures, improvements, fixtures, tenements, appurtenances and hereditaments owned by the Company and appurtenant to said properties.

The last registered instrument relating to so much of the property described in this subdivision First as is located in the State of Tennessee was a certain Deed, dated August 10, 1972 from the GM&O to the Company, which was thereafter registered in the offices of the Registers of the Counties of McNairy, Chester, Madison, Crockett, Gibson, Dyer, Hardeman and Obion, Tennessee.

The last immediate source from which the Company derives title to so much of the property described in this subdivision First as is located in the State of Kentucky is the same Deed, dated August 10, 1972 from the GM&O to the Company, which was recorded thereafter in the offices of the Clerks of the Counties of Funton, Hickman, Carlisle and Ballard, Kentucky.

SECOND. All the following described lines of railroad and other properties formerly owned by the Vicksburg, Shreveport and Pacific Railway Company (hereinafter tne VS&P) and all right, title and interest of the Company in and to any and all other lines of railroad in or to which the VS&P had any right, title or interest as of August 10, 1972, the date on which it transferred substantially all of its properties to the Company:

The line of railroad formerly owned by the VS&P extending from a connection with the Warren County Bridge Commission at Delta Point through the Parishes of Madison, Richland, Ouachita, Lincoln, Bienville, Webster, Bossier and Caddo and to the end of track at U.S. Highway 171 in the City of Shreveport in the Parish of Caddo all in the State of Louisiana, a distance of approximately 170.6 miles, conveyed to the Company by deed of merger dated August 10, 1972.

THIRD.. All the following described lines of railroad and other properties formerly owned by the Alabama and Vicksburg Railway Company (hereinafter the A&V) and all right, title and interest of the Company in and to any and all other lines of railroad in or to which the A&V had any right, title or interest as of August 10, 1972, the date on which it transferred substantially all of its properties to the Company:

The line of railroad formerly owned by the A&V extending from a connection with the line between Memphis--New Orleans former (Y&MV) at Pittman Street in Vicksburg through the Counties of Warren, Hinds, Rankin, Scott, Newton and Lauderdale to the connection with the Alabama Great Southern Railroad Company in the City of Meridian, in the County of Lauderdale, all in the State of Mississippi, a distance of 140.72 miles, conveyed to the company by deed of merger dated August 10, 1972.

FOURTH: All right, title and interest of the Company, under that certain indenture of lease made as of the 1st day of July, 1933 between New Orleans Great Northern Railway Company, as Lessor, and GM&N, as Le see, as amended by supplemental indentures made as of September 4, 1940 and August 10, 1972.

FIFTY. All property and rights, of every name and nature, owned by GM&O at the time of the aforesaid transfer of GM&O properties to the Company or thereafter acquired by the Company, held or acquired for use or used upon or in connection with, or appertaining to, the lines of railroad owned by GM&O at the time of such transfer, including, but without limiting the generality hereof by specific enumeration:

(a) all lands, rights of way, roadbeds, station and depot grounds, all inclines, tunnels, culverts, spurs, tracks, turnouts, switches, sidings and turntables, all superstructures, bridges, stringers, ties, rails, frogs, chairs, bolts, tie plates, splices, signals and signal apparatus, interlocking devices and other railroad appurtenances, all telegraph, telephone and electric power transmission lines, including all wires, cables, poles, batteries, conduits, ducts, viaducts, cross overs, anchors, subways, power plants, turbines, flumes, pipes, generators, motors, switchboards and other instruments, all stations or facilities for wireless communication and signalling, all depots, roundhouses, terminals and terminal property and facilities, all station houses, office buildings, warehouses, elevators, freight houses, engine houses, car houses, repair shops, tower houses, yard buildings, water stations, water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, machine shops and other structures, all engines, tenders, cars, buses, trucks and other rolling stock and equipment (and equity therein), walls, fences, wharves, docks, piers and landings, steamers

and steamships, ferries, boats, barges, tugs and other floating equipment, all machinery, tools, implements and other railraod appliances, apparatus and facilities, materials and supplies, and all other physical property held or acuuired for use or used upon or in connection with, or appertaining to, any of said lines of railroad; and

(b) all corporate rights, privileges, immunities and franchises, powers, licenses, easements, leases of lines of railroad or other property, leasehold rights, trackage, terminal, running and traffic rights, interests, benefits, advantages, privileges and contracts, and all other contracts and rights, and all renewals and extensions thereof, held or acquired for use or used upon or in connection with, or appertaining to, any of said lines of railroad or which the Company has, or may have, the right to exercise in respect of any of said lines of railroad.

SIXTH. All property and rights, of every name and nature owned by VS&P and A&V at the time of the aforesaid transfer of their properties to the Company or thereafter acquired by the Company held or acquired for use or used upon or in connection with, or appertaining to, the lines of railroad owned by VS&P and A&V at the time of such transfer to the extent that such properties would have been mortgaged and pledged to the Trustee under the Consolidated Mortgage except for the fact that they were expressly stated to constitute Excepted Properties by the terms of the Consolidated Mortgage.

SEVENTH. The shares of capital stock of the New Orleans Great Northern Railway Company and the Gulf Transport Co. shall be delivered to the Trustee under the Consolidated Mortgage forthwith upon the release thereof or any part thereof from both the pledge of the GM&O First and Refunding Mortgage and the GM&O General Mortgage.

PROVIDED, however, that there is expressly excepted from the foregoing any and all properties now owned or hereafter acquired by the Company which would constitute Excepted Properties as provided in the Consolidated Mortgage (except as otherwise provided in Paragraph Sixth hereof) and there is further excepted from the foregoing any properties conveyed in paragraph Fifth above which would constitute properties excepted from the granting cuauses of the GM&O First and Refunding Mortgage and the GM&O General Mortgage.

PROVIDED, further, that all of the provisions, and mortgages and pledges of property, set forth in this Supplemntal Indenture, including those in the foregoing paragraphs First to Seventh, inclusive, shall be construed, and the lien of the Consolidated Mortgage at any time shall be determined in conformity with, the Rules of Construction set forth in the Consolidated Mortgage which shall pre-- vail over any other provisions of this Supplemental Indenture in the event of any inconsistency therewith.

SUBJECT, however, to the liens of and under the GM&O First and Refunding Mortgage, the GM&O General Mortgage and the Kansas City Mortgage to the extent, but only to the extent, that in law the same shall constitute a lien prior to the lien of the Consolidated Mortgage against any part of the property mortgaged and pledged.

STATE OF WISCONSIN)
Department of State) ss.
Received this 24 day of
Oct A. D. 19 74 at 10
o'clock A. M. and recorded in Vol.
50 of R. R. M.
on page 252-268
Secretary of State

ARTICLES OF MERGER OF OMAHA PROPERTIES CO., A WISCONSIN

CORPORATION, AND OMAHA PROPERTIES, INC., A DELAWARE CORPORATION

The undersigned corporations, pursuant to Section 180.68 of the "Wisconsin Business Corporation Law", hereby execute the following articles of merger:

ONE The names of the corporations proposing to merge and the names of the State under the laws of which such corporations are organized, are as follows:

NAME OF CORPORATION	STATE OF INCORPORATION
Omaha Properties Co.	Wisconsin
Omaha Properties, Inc.	Delaware

TWO The laws of the State of Delaware, the State under which Omaha Properties, Inc. is organized, permit such merger.

THREE The name of the surviving corporation shall be "Omaha Properties, Inc." and it shall be governed by the laws of the State of Delaware.

FOUR The plan of merger is as follows:

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (hereinafter called the "Agreement") made this 30th day of October, 1974, by and among Omaha Properties, Inc., a Delaware corporation (hereinafter called "New Omaha"), and Omaha Properties Co., a Wisconsin corporation (hereinafter called "Omaha").

W I T N E S S E T H

WHEREAS, New Omaha is a corporation organized under the laws of the State of Delaware for the purpose of engaging in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, other than for the purpose of constructing, maintaining and operating a railroad, and

WHEREAS, Omaha is a corporation organized under the laws of the State of Wisconsin and pursuant to due authorization from the Interstate Commerce Commission has discontinued carrying on the activities of a railroad corporation, and

WHEREAS, the parties hereto desire that Omaha merge with and into New Omaha, which shall be the surviving corporation, upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Delaware and the State of Wisconsin;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

Merger

1.1. On the Effective Date, as defined in Section 1.3, Omaha shall be merged into New Omaha which shall be the surviving corporation (hereinafter called "Surviving Corporation"), and New Omaha on such date shall merge Omaha into itself. The corporate existence of New Omaha, with its purposes, powers and objects, shall continue unaffected and unimpaired by the merger, and as the Surviving Corporation it shall be governed by the laws of the State of Delaware and shall succeed, insofar as permitted by law, to all rights, assets, liabilities and obligations of Omaha in accordance with the Delaware General Corporation Law but under the name of "Omaha Properties, Inc." New Omaha shall be responsible and liable for all the liabilities and obligations of Omaha and any claim existing or action or proceeding pending by or against Omaha may be prosecuted to judgment as if the merger had not taken place, or New Omaha may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Omaha shall be impaired by the merger. The separate existence and corporate organization of Omaha shall cease upon the Effective Date, and thereupon Omaha and New Omaha shall be a single corporation.

1.2. If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or right of Omaha acquired or to be acquired by reason of or as a result of the merger, the officers and directors of Omaha in office immediately prior to the Effective Date shall in the name and on behalf of Omaha execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement and the proper officers and directors of the Surviving Corporation are hereby authorized in the name of Omaha or otherwise to take any and all such action.

1.3. Consummation of the merger provided for in this Agreement shall become effective upon the filing of the Agreement, duly certified and acknowledged, in accordance with the Delaware General Corporate Law and upon the filing with the Secretary of State of Wisconsin and the recording in the office of the Register of Deeds of the County in the State of Wisconsin in which Omaha then has its registered office in the State of Wisconsin of appropriate instruments in respect of the Agreement, as may be required by applicable law in order for the Agreement to become effective. The time of the taking effect of the merger provided for in this Agreement is herein called the "Effective Date".

ARTICLE 2

Certificate of Incorporation; By-Laws; Board of Directors; Officers

2.1. The Certificate of Incorporation and By-Laws of New Omaha as in effect on the Effective Date shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in accordance with law and said Certificate of Incorporation or said By-Laws.

2.2. The directors and officers of New Omaha immediately prior to the Effective Date shall be the directors and officers of the Survi ving Corporation at the Effective Date, to hold office for the term provided in the By-Laws of the Surviving Corporation.

ARTICLE 3

Conversion of Shares, Ect.

3.1. On the Effective Date:

(a) Each share of Common Stock of New Omaha issued immediately prior to the Effective Date shall continue to be an issued share of Common Stock of the Surviving Corporation. Each certificate representing immediately prior to the Effective Date issued shares of Common Stock of New Omaha shall continue to evidence ownership of the same number of shares of Common Stock of the Surviving Corporation.

(b) All shares of Common Stock, stated value $100 per share, of Omaha ("Omaha Common Stock") and Preferred Stock, stated value $100 per share, of Omaha ("Omaha Preferred Stock") owned and held by Northwestern Chemco, Inc., a Wisconsin Corporation ("Chemco"), or held in treasury by Omaha, immediately prior to the Effective Date shall upon the Effective Date be surrendered and cancelled.

(c) Each share of Omaha Common Stock outstanding immediately prior to the Effective Date (except shares owned by Chemco) shall upon the Effective Date be converted into and exchanged for $15.00 in cash.

(d) Each share of Omaha Preferred Stock outstanding immediately prior to the Effective Date (except shares owned by Chemco) shall upon the Effective Date be converted into and exchanged for $18.60 in cash.

3.2. After the Effective Date:

(a) Each holder of a certificate or certificates representing outstanding shares of Omaha Common Stock or Omaha Preferred Stock (other than shares held by Chemco and by shareholders exercising their rights to receive the appraised value of their shares) shall, upon surrender of the certificates, duly endorsed, to the Surviving Corporation, be entitled to receive in exchange for said certificates the amount of cash into which the shares theretofore represented by the certificates so surrendered shall have been converted and exchanged as aforesaid. Said cash payment will be made by check mailed by the Exchange Agent to the address of the holder indicated in the letter transmitting said certificates for surrender.

(b) All rights with respect to shares of Omaha Common Stock and Omaha Preferred Stock owned by holders other than Chemco shall cease and terminate, notwithstanding that any certificate for said shares shall not have been surrendered, and the holders of said shares (other than shareholders exercising their rights to receive the appraised value of their shares) shall have no interest in or claims against the Surviving Corporation except the right to receive the cash payment specified herein, without interest, upon surrender of their certificates.

3.3. Upon the Effective Date the stock transfer books of Omaha shall be closed, and no transfer of shares of Omaha Common Stock or Omaha Preferred Stock shall thereafter be made or consummated.

ARTICLE 4

Conditions

4.1. The consummation of the merger herein provided for is subject to the satisfaction prior to the Effective Date of the condition that the merger herein provided shall have received the requisite approval of the holders of capital stock of New Omaha and Omaha.

ARTICLE 5

Termination

5.1. This Agreement may be terminated and the merger herein provided for abandoned at any time prior to the Effective Date, whether before or after approval of this Agreement by the stockholders of Omaha by the Board of Directors of New Omaha or of Omaha.

ARTICLE 6

Accomplishment of Merger

6.1. New Omaha and Omaha each agrees to take such action on its part as may be necessary or desirable to consummate the merger and any other transaction herein provided for, subject, however, to the rights herein provided of termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the President or a Vice President and the Secretary or an Assistant Secretary of each of Omaha Properties, Inc. and Omaha Properties Co., and each of such corporations has caused its corporate seal to be hereunto affixed, all as of the day first above written.

OMAHA PROPERTIES, INC., a
Delaware Corporation

(Corporate Seal)

By /s/ Paul J. Weir
President

Attest:

/s/ R. J. Hill
Secretary

OMAHA PROPERTIES CO., a Wisconsin
corporation

(Corporate Seal)

By /s/ Ben W. Heineman
President

Attest:

/s/ R. J. Hill
Secretary

FIVE As to each corporation, the number of shares outstanding, the number of shares entitled to vote, and the number and designation of the shares of any class or series entitled to vote as a class or series, are:

Name of Corporation	Total Number of Shares outstanding	Total Number of Shares Entitled to vote	Designation or Class or Series entitled to Vote as a Class or Series (if any)	Number of Shares of Such Class of Series (if Any)
Omaha Properties Co.	298,160	298,160	Common Stock	185,567
			Preferred Stock	112,593
Omaha Properties, Inc.	100	100	None	--

SIX As to each corporation, the number of shares voted for and against the plan, respectively, and the number of shares of any class entitled to vote as a class or series voted for and against the plan,if any, are:

Name of Corporation	Total Shares Voted for	Total Shares Voted Against	Class or Series	Shares Voted For	Shares Voted Against
Omaha Properties Co.	296,559	0	Common Stock	184,270	0
			Preferred Stock	112,289	0
Omaha Properties, Inc.	100	0	--	--	--

SEVEN All provisions of the laws of the State of Wisconsin and the State of Delaware applicable to the proposed merger have been compiled with.

EIGHT It is agreed that, upon and after the issuance of a certificate of merger by the Secretary of the State of Wisconsin:

1. Omaha Properties, Inc. may be served with process in the State of Wisconsin in any proceeding for the enforcement of any obligation of Omaha Properties Co. and in any proceeding for the enforcement of the rights of a dissenting shareholder of Omaha Properties Co. against Omaha Properties, Inc.;

2. The Secretary of State of Wisconsin is hereby irrevocably appointed by Omaha Properties, Inc. as its agent to accept service of process in any such proceeding. Copies of any process served on the Secretary of State shall be directed to the Surviving Corporation at the following address:

   Omaha Properties, Inc.
   6300 Sears Tower
   Chicago, Illinois 60606
   Attention: Secretary

3. Omaha Properties, Inc. will promptly pay to the dissenting shareholders of Omaha Properties Co. the amount, if any, to which they shall be entitled under the provisions of the Wisconsin Business Corporation Law with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF each of the undersigned corporations has caused these articles of merger to be executed at Chicago, Illinois in its name by its president or vice president and secretary or assistant secretary, as of the 21st day of November, 1974.

(CORPORATE SEAL)

Omaha Properties Co.

By _____
Ben W. Heineman, its President

By _____
R. J. Hill, its Secretary

(CORPORATE SEAL)

Omaha Properties, Inc.

By _____
Paul J. Weir, its President

By _____
R. J. Hill, its Secretary

STATE OF WISCONSIN
Department of State } ss.
Received this 26th day of
November, A. D. 19 74
o'clock P.M. and recorded in Vol.
50 of
on page
Secretary of State

(FIRST MORTGAGE RELEASE NO. 982)

DEED OF PARTIAL RELEASE

KNOWN ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States on America (herinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of R.R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY, and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Stoughton in the County of Dane, State of Wisconsin, which is more particularly descibed in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested of countersigned by one of its Trust Officers this 9th day of September, A.D. 1974.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid

By s/ M. U. Kruger
Second Vice President

ATTEST OR COUNTERSIGNED:

By s/ Denis R. Hart
Trust Officer

WITNESSED BY:

s/ J.M. Rose

s/ E.D. Butler

APPENDIX 1

Real estate situated at Stoughton, Dane County, Wisconsin, which real estate is more particulatly described as follows, to-wit:

A parcel of land located in the NE¼ of the NE¼ of Section 8, Township 5 North, Range 11 East, City of Stoughton, Dane County, Wisconsin, described as follows:

Beginning at the Southwest corner of Block Three (3) of O.M. Turner's Park Addition to the City of Stoughton; thence N 29°33' W along the northeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, 14.00 feet to the northwest corner of Lot F Fifteen of said Block Three (3) and the point of beginning of this description; thence continuing N 29°33' W along said railroad line 491.38 feet; thence N 60°27' E, 150.00 feet to the southwesterly line of Lot Seven (7) of said Block Three (3); thence S 29°33' E along said southwesterly line of Block Three (3), 360.00 feet to the northwest corner of Lot Fourteen (14) of said Block Three (3); thence S 29°33' E, 131.38 feet to the northwesterly line of said Lot Fifteen (15); thence S 60°27' W along said Lot Fifteen (15) Line, 30.00 feet to the northwest corner of said Lot Fifteen (15) and the point of beginning of this description, containing 57,940 square feet of land, more or less, together with approximately 60 lineal feet of trackage thereon.

* * * * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 982.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Trustee

By s/ M.U. Kruger
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 9th day of September, A.D. 1974, M.U. Kruger, a second Vice President, and TR Denis R. Hart, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the froegoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

s/ T.K. Kenhoe
Notary Public in and for the
State of Illinois, County of
Cook.

My Commission expires Nov. 16, 1977

STATE OF WISCONSIN)
Department of State) ss.
Received this 11th day of
February A. D. 19 75 at 2:00
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 272-273
Douglas W. Tullette
Secretary of State

(GENERAL MORTGAGE RELEASE NO. 982)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Stoughton, in the County of Dane, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 11th day of September, A.D. 1974.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By s/ J.L. Spreng
Vice President

ATTEST OR CONTERSIGNED:

By s/ R.G. Mason
Assistant Secretary

WITNESSED BY:

s/ K.R. Runnfeldt

s/ L.D. Lewis

APPENDIX 1

Real estate situated at Stoughton, Dane Co nty, Wisconsin, which real estate is more particularly described as follows, to-wit:

A parcel of land located in the NE¼ of the NE¼ of Section 8, Township 5 North, Range 11 East, City of Stoughton, Dane County, Wisconsin, Described as follows:

Beginning at the southwest corner of Block Three (3) of O.M. Turner's Park Addition to the City of Stoughton; thence N 29°33' W along the northeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, 14.00 feet to the northwest corner of Lot Fifteen of said Block Three (3) and the point of beginning of this description; thence continuing N 29°33' W along said railroad line 491.38 feet; thence N 60°27' E, 150.00 feet to the southwesterly line of Lot Seven (7) of said Block Three (3); thence S 29°33' E along [redacted] said southwesterly line of Block Three (3), 360.00 feet to the northwest corner of Lot Fourteen (14) of said Block Three (3); thence S 60°27' W, 120.00 feet; thence S 29°33' E, 131.38 feet to the northwesterly line of said Lot Fifteen (15); thence S 60°27' W along said Lot Fifteen (15) Line, 30.00 feet to the northwest corner of said Lot Fifteen (15) and the point of beginning of this description, containing 57940 square feet of land, more or less, together with approximately 60 lineal feet of trackage thereon.

* * * * * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix referred to in and which forms a part of the foregoing General Mortgage Release No. 982.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By s/ J.L. Spreng
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 11th day of September, A.D. 1974, J.L. Spreng, a Vice President, and R.G. Mason, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

s/ J.M. Moennich
Notary Public in and for the State
of Illinois, County of Cook

My Commission expires Sept. 2, 1975

STATE OF WISCONSIN) ss.
Department of State
Received this 12th day of
February A.D. 19 75 at 10
o'clock A.M. and recorded in Vol.
50 of R.R.M.
on page 1-275
Douglas LaFollette

(FIRST MORTGAGE RELEASE NO. 1006)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of R.R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable condideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplimentary thereto, in and to that certain property situated at Beloit in the County of Rock County, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 4th day of December, A.D. 1974.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid

By s/ M.J. Kruger
Second Vice President

ATTEST OR COUNTERSIGNED:

By s/ J.C. Mull, Jr.
Trust Officer

WITNESSED BY:

s/ R.S. Donovan

s/ H.B. Wessberg

APPENDIX 1

Real Estate situated at Beloit, Rock County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A PARCEL OF LAND

Described as follows: Beginning at a point 15 feet North 11°33'40'' East of the Northwest Corner of Lot 132, Goodhue's Subdivision, as platted and recorded; thence South 81°08'44'' East 119.51 feet; thence North 11°33'40'' East 57.17 feet; thence South 77°48'38 East 97.06 feet to a point 20 feet northwesterly of, measured at right angles, the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 59°56'55'' West, 289.48 feet, parallel to and 20 feet, measured at right angles, northwesterly of the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence North 11°33'40'' East 130.49 feet to the place of beginning, containing 13,827.477 square feet, more or less.

A PARCEL OF LAND

Described as follows: Beginning at the Southeast Corner of Lot 135, Goodhue's Subdivision; thence North 89°29'15'' West, along the north right of way line of Shirland Avenue, 97.03 feet; to a point 50 feet southeasterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence North 59°56'55'' East 127.38 feet parallel to and 50 feet southeasterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track, to the west right of way line of StateStreet; thence South 11°33'40'' West, along said line, 66.00 feet to the place of beginning, containing 3,151.269 square feet, more or less.

A PARCEL OF LAND

Beginning at the Northeast Corner of Lot 67, Goodhue's Subdivision to the City of Beloit as platted and recorded; thence South 00°34'09'' West, along the west right of way line of Prospect Street 21.48 feet to a point 20 feet northerly of, measured at right angle, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 88°33'25'' West, 919.06 feet, parallel to and 20 feet northerly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence North 01°12'59'' East, 63.67 feet to the south right of way line of St. Paul Avenue; thence South 88°48'25'' East, along said line, 917.83 feet to the place of beginning, containing 0.898 acres.

A PARCEL OF LAND

Beginning at the Southwest Corner of Lot 41, Goodhue's Subdivision, to the City of Beloit, as platted and recorded; thence North 12°42'47'' East, along the easterly right of way line of State Street, 278.34 feet to a point of curve, said point being 50 feet southeasterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence northeasterly, along a curve convexed northwesterly 312.63 feet, having a radius of 815.12 feet, the chord being North 75°55'22'' East, 310.72 feet to a point of compound curve; thence northeasterly, along a curve convexed northwesterly, 99.45 feet, having a radius of 3351.64 feet, the chord being North 87°45'38'' East, 99.44 feet to a point of tangency; thence North 88°33'25'' East 991.69 feet to the west right of way line of Prospect Street; thence South 00°34'09'' West, along said line, 35.67 feet to the northerly right of way line of Colby Street; thence South 78°14'36'' West, along said line 80.50 feet to an angle point in said line; thence South 82°50'13'' West, along said line 734.58 feet to an angle point in said line; thence South 70°12'17'' West, along said line, 685.90 feet to the place of beginning, said northerly line of last described parcel being 50 feet southerly of, measured at right angles and radially, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track, containing 4.493 acres.

A PARCEL OF LAND

Beginning at the Soutwest Corner of Lot 68, Goodhue's Subdivision, to the City of Beloit, as platted and recorded; thence North 00°37'58'' East, along the east right of way line of Prospect Street, 21.07 feet to a point 50 feet southerly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence North 88°33'25'' East, 392.42 feet, to a point of curve; thence northeasterly along a curve convexed southeasterly, 8.75 feet, having a radius of 2951.95 feet, the chord being North 88°28'19'' East 8.75 feet, said last described point being 50 feet southerly of, measured radially, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 6°30'03'' West 63.41 feet to the northerly right of way of Colby Street; thence North 83°29'57'' West along said line 355.74 feet to an angle point in said line; thence South 78°14'36'' West along said line 41.52 feet to the point of beginning, containing 0.331 acre.

A PARCEL OF LAND

Beginning at a point in the northerly right of way line of Colby Street, 201.57 feet, North 83°29'57'' West of the Southeast Corner of Lot 68, Goodhue's Subdivision to the City of Beloit, as platted and recorded; thence continuing North 83°29'57'' West, along said line 226.56 feet; thence North 09°10'03'' East, 80.80 feet to a point of curve; thence northwesterly along a curve convexed northeasterly, 39.85 feet, having a radius of 685.01 feet, the chord being North 79°36'22'' West 39.84 feet to a point of curve; said point of curve being 50 feet southerly of, measured radially, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track;

thence northeasterly along a curve convexed southeasterly 184.67 feet, parallel to said center line of main track, having a radius of 2951.95 feet, the chord being North 84°11'42'' East 184.64 feet, to a point of tangency; thence North 82°24'10'' East 72.51 feet to a point that is 50 feet southerly of, measured radially, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 1°41'03'' West 140.93 feet to the place of beginning, containing 0.587 acre.

A PARCEL OF LAND

Beginning at the Northwest Corner of Lot 69, Goodhue's Subdivision, to the City of Beloit, as platted and recorded; thence South 88°44'48'' East along the south right of way line of St. Paul Avenue 379.40 feet to a point, said point being 20 feet northwesterly of, measured at right angles, the center line of, Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 88°33'25'' West 379.63 feet parallel to and 20 feet northwesterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track, to the easterly right of way line of Prospect Street; thence North 0°37'58'' East along said line 17.86 feet to the point of beginning, containing 0.078 acre.

A PARCEL OF LAND DESCRIBED AS

Lot Number Four (4) in Goodhue's Subdivision of the Village, now City, of Beloit in said County, also a triangular piece or portion of land off the Southeast Corner of Lot Number Five (5) in said Goodhue's Subdivision, bounded on the East by the East boundary line of said lot, and on the South by the South line of said lot, and being all that Southeasterly portion of said Lot Five (5), lying Southeast of a line commencing at a point in said South boundary line thirty (30) feet West of the Southeast Corner of said Lot Five (5) and running thence Northeasterly in a straight line to a point in the East boundary line of said Lot Five (5), one hundred fifty (150) feet North of the Southeast Corner thereof, said East boundary line of said Lot Five (5) being the dividing line between said Lots Four (4) and Five (5), and said South line of said Lot Five (5) being the dividing line between the States of Illinois and Wisconsin.

Together with all and singular the real property located upon the aforesaid lands together with approximately 6,855 lineal feet of trackage.

* * * * * * * * * * * * *

The foregoing Appendix 1, consisting of four (4) pages, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release no. 1006.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as Trustee

By s/ M.J. Kruger
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 4th day of December, A.D. 1974, M.J.Kruger, a Second Vice President, and J.C. Mull, Jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Second Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

s/ T.K. Kehoe
Notary Public in and for the
State of Illinois, County of
Cook.

My Commission expires November 16, 1977

STATE OF WISCONSIN } ss.
Department of State
Received this 12th day of
February A.D. 19 75 at 2:00
o'clock P M. and recorded in Vol.
50 of R.R.M.
on page 276-277
Doug La Follette
Secretary of State

(GENERAL MORTGAGE RELEASE NO. 1006)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplimentary thereto, in and to that certain property situated at Beloit, in the County of Rock, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaties, this 6th day of December, A.D. 1974.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforedaid,

By s/ J.L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

By s/ J.E. Krueger
Assistant Secretary

WITNESSED BY:

s/ K.R.Runnfeldt

s/ L.D. Lewis

APPENDIX 1

Real Estate situated at Beloit, Rock Canty, Wisconsin, which real estate is more particularly described as follows, to-wit:

A PARCEL OF LAND

Described as follows: Beginning at a point 15 feet North 11°33'40'' East of the Northwest Corner of Lot 132, Goodhue's Subdivision, as platted and recorded; thence South 81°08'44'' East 119.51 feet; thence North 11°33'40'' East 57.17 feet; thence South 77°48'38'' East 97.06 feet to a point 20 feet northwesterly of, measured at right angles, the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 59°56'55'' West, 289.48 feet, parallel to and 20 feet, measured at right angles, northwesterly of the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence North 11°33'40'' East 130.49 feet to the place of beginning, containing 13,827.477 square feet, more or less.

A PARCEL OF LAND

Described as follows: Beginning at the Sutheast Corner of Lot 135, Goodhue's Subdivision; thence North 89°29'15'' West, along the north right of way line of Shirland Avenue, 97.03 feet; to a point 50 feet southeasterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence North 59°56'55'' East 127.38 feet parallel to and 50 feet southeasterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track, to the west right of way line of State Street; thence South 11°33'40'' West, along said line, 66.00 feet to the place of beginning, containing 3,151.269 square feet, more or less.

A PARCEL OF LAND

Beginning at the Northeast Corner of Lot 67, Goodhue's Subdivision to the City of Beloit as platted and recorded; thence South 00°34'09'' West, along the west right of way line of Prospect Street 21.48 feet to a point 20 feet northerly of, measured at right angle, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 88°33'25'' West, 919.06 feet, parallel to and 20 feet northerly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence North 01°12'59'' East, 63.67 feet to the South right of way line of St. Paul Avenue; thence South 88°48'25'' East, along said line, 917.83 feet to the place of beginning, containing 0.898 acres.

A PARCEL OF LAND

Beginning at the Southwest Corner of Lot 41, Goodhue's Subdivision, to the City of Beloit, as platted and recorded; thence North 12°42'47'' East, along the easterly right of way line of State Street, 278.34 feet to a point of curve, said point being 50 feet southeasterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence northeasterly, along a curve convexed northwesterly 312.63 feet, ahving a radius of 815.12 feet, the chord being North 25°55'22'' East, 310.72 feet to a point of compound curve; thence northeasterly, along a curve convexed northwesterly, 99.45 feet, having a radius of 3351.64 feet, the chord being North 87°45'38'' East, 99.44 feet to a point of tangency; thence North 88°33'25'' East 991.69 feet to the west right of way line of Prospect Street; thence South 00°34'09'' West, along said line, 35.67 feet to the northerly right of way line of Colby Street; thence South 78°14'36'' West, along said line 80.50 feet to an angle point in said line; thence South 82°50'13'' West, along said line 734.58 feet to an angle point in said line; thence South 70°12'17'' West, along said line, 685.90 feet to the place of beginning, said northerly line of last described parcel being 50 feet southerly of, measured at right angles and radially, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track, containing 4.493 acres.

A PARCEL OF LAND

Beginning at the Southwest Corner of Lot 68, Goodhue's Subdivision, to the City of Beloit, as platted and recorded; thence North 00°37'58'' East, along the east right of way line of Prospect Street, 21.07 feet to a point 50 feet southerly of , measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence North 88°33'25'' East, 392.42 feet, to a point of curve; thence northeasterly along a curve convexed southeasterly, 8.75 feet, having a radius of 2951.95 feet, the chord being North 88°28'19'' East 8.75 feet, said last described point being 50 feet southerly of, measured radially, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 6°30'03'' West 63.41 feet to the northerly right of way of Colby Street; thence North 83°29'57'' West along said line 355.74 feet to an angle point in said line; thence South 78°14'36'' West, along said line 41.52 feet to the point of beginning, containing 0.331 acre.

A PARCEL OF LAND

Beginning at a point in the northerly right of way line of Colby Street, 201.57 feet, North 83°29'57'' West of the Southeast Corner of Lot 68, Goodhue's Subdivision to the City of Beloit, as platted and recorded; thence continuing North 83°29'57' West, along said line 226.56 feet; thence North 09°10'03'' East, 80.80 feet to a point of curve; thence northwesterly along a curve convexed northeasterly, 39.85 feet, having a radius of 685.01 feet, the chord being North 79°36'22'' West 39.84 feet to a point of curve; said point of curve being 50 feet southerly of, measured radially, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence northeasterly along a curve convexed southeasterly 184.67 feet, parallel to said center line of main track, having a radius of 2951.95 feet, the chord being North 84°11'42'' East 184.64 feet, to a point of tangency; thence North 82°24'10'' East 72.51 feet to a point that is 50 feet southerly of, measured radially, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 1°41'03'' West 140.93 feet to the place of beginning, containing 0.587 acre.

A PARCEL OF LAND

Beginning at the Northwest Corner of Lot 69, Goodhue's Subdivision, to the City of Beloit, as platted and recorded; thence South 88°44'48'' East along the south right of way line of St. Paul Avenue 379.40 feet to a point, said point being 20 feet northwesterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track; thence South 88°33'25'' West 379.63 feet parallel to and 20 feet northwesterly of, measured at right angles, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track, to the easterly right of way line of Prospect Street; thence North 0°37'58'' East along said line 17.86 feet to the point of beginning, containing 0.078 acre.

A PARCEL OF LAND

Lot Number Four (4) in Goodhue's Subdivision of the Village, now City, of Beloit in said County, also a triangular piece or portion of land off the Southeast Corner of Lot Number Five (5) in said Goodhue's Subdivision, bounded on the East by the East boundary line of said lot, and on the South by the South line of said lot, and being all that Southeasterly portion of said Lot Five (5), lying Southeast of a line commencing at a point in said South boundary line thirty (30) feet West of the Southeast Corner of said Lot Five (5) and running thence Northeasterly in a straight line to a point in the Easr boundary line of said Lot Five (5), one hundred fifty (150) feet North of the Southeast Corner thereof, said East boundary line of said Lot Five (5) being the dividing line between said Lots Four (4) and Five (5), and said South line of said Lot Five (5) being dividing line between the States of Illinois and Wisconsin.

Together with all and singular the real property located upon the aforesaid lands together with approximately 6,855 lineal feet of trackage.

* * * * * * * * * * *

The foregoing Appendix 1, consisting of four (4) pages, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 1006.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By s/ J.L. Spreng
Vice President

APPENDIX 1

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 6th day of December, A.D. 1974, J.L. Spreng a Vice President, and J.E. Krueger an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

s/J.M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My Commission expires September 2, 1975

STATE OF WISCONSIN } ss.
Department of State }
Received this 12th day of February A.D. 19 75 at 2:00 o'clock P M. and recorded in Vol. 50 of R R M on page 278-280
Douglas La Follette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WOOD COUNTY FARM SUPPLY COOPERATIVE---------

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplimented and amended, in and to the property situated in the County of Wood and the State of Wisconsin ----------

and described as follows, to wit:

That part of the Southeast Quarter of the Southwest Quarter of Section 21, Township 24 North, Range 4 East of the Fourth Principal Meridan, bounded and described as follows: Beginning at a point on the North line of First Street, distant 10 feet Northeasterly, measured at right angles, from the Southeasterly extension of the center line of Chicago and North Western Transportation Company spur track ICC No. 53, as said spur track is now located; thence Northwesterly parallel with said spur track center line, and the Southeasterly extension thereof, to a point on the Southwesterly extension thereof, to a point on the Southwesterly right of way line of the Soo Line Railroad Company; thence Southeasterly along said Southwesterly right of way line to a point on the West line of Main Street; thence Southerly along said West line of Main Street to a point on the North line of First Street; thence Westerly along said North line of First Street to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 4th day of December, A.D., Nineteen Hundred and Seventy-Four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,
By s/ A.R. Menard
Vice President

ATTEST:

s/ T.F. Grove
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

s/ R.E. Schuten

s/ Patrick J. Anderson

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Kurt Breuer a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that A.R. Menard and T.F. Grove to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that A.R. Menard resides in Oak Park, Illinois and that T.F. Grove resides in Geneva, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my Hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th day of December A.D., Nineteen Hundred and Seventy-Four.

s/ Kurt Breuer
Notary Public
in and for the County of Cook in
the State of Illinois.

My Commission as such
Notary Public Expires: January 30, 1977

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN
Department of State } ss.
Received this 14th day of
February A. D. 19 75 at 2:00
o'clock P. M. and recorded in Vol.
50 of Railroad Mortgages
on page 830-831
Douglas La Follette
Secretary of State

DEED NO. 78810

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of FIFTY AND NO/100 DOLLARS ($50.00), conveys and quitclaims to WISCONSIN ELECTRIC POWER COMPANY GRANTEE, all interest in the followin described real estate situated in the _____ of _____, County of Sheboygan, and the State of Wisconsin, to wit:

All that part of the Easterly 16.5 feet of the Chicago and North Western Transportation Company lands in the Northwest Quarter of the Northeast Quarter, Section 35, Township 13 North, Range 22 East, lying South of S.T.H. 144 and North of a line 200 feet South of and parallel with the S.T.H. 144 reference line, as hereinafter described, and as measured along the said owner's Easterly line. Said reference line being described as:

Commencing at the North one-quarter corner of said Section 35: thence S 89°46'26'' E, 937 feet; thence S 89°26'20" E, 385 feet to the East line of the said Northwest Quarter of the Northeast Quarter.

Subject to any and all public or private utilities now located on the above described real estate.

THIS CONVEYANCE, is made by said Chicago and North Western Transportation Company, successor Mortgagor, free form the Mortgage Lien, in accordance with the provisions of Section 2, Article VIII of the following instrument, to wit:

Indenture fo Mortgage and Deed of Trust form Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, as supplemented and amended, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Raolroad Mortgages, Page 165, et seq, as supplimented and aminded.

As FURTHER EVIDENCE of the Chicago and North Western Transportation Company's authorization to make this conveyance, it is hereby certified on behalf of the Company that the land heretofore described, and constituting part of the roadway of said Company, is no longer useful to said Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of in accordance with the provisions of Section 2, Article VIII of said instrument above referred to, in the calendar year of 1974, as of the date hereof, including said land heretofore described, is not more than $100,000.00.

DATED this 3rd day of September, 1974.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in
Presence of:

s/ M.F. Chatteron

s/ Helen M. Circelli

By s/ Robert W. Mickey
Robert W. Mickey, AssistantVice President

Attest s/ G.L. Vargason,
G.L.Vargason, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company, Chicago, Illinois.

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectivley, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd of September, 1974.

s/ Helen M. Wright
Notary Public, in and for the County of Cook,
in the State of Illinois,
Helen M. Wright

My Commission Expires: March 9, 1978

STATE OF WISCONSIN
Department of State } ss.
Received this 14th day of
February A. D. 19 75 at 2:00
o'clock P. M. and recorded in Vol.
50 of Railroad Mortgages
on page 251 & 252
Douglas La Follette
Secretary of State

(FIRST MORTGAGE RELEASE NO. 1009)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, dylu organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAIROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company"), and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of R.R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Janesville in the County of Rock, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents the reunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 11th day of December, A.D. 1974.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid

(S E A L)

By s/ M.J. Kruger
Second Vice President
M.J. Kruger

ATTEST OR COUNTERSIGNED:

By s/ Denis R. Hart
Trust Officer-Denis R. Hart

WITNESSED BY:

s/ H.B. Wessberg

s/ R.S. Donovan

APPENDIX 1

Real Estate situated at Janesville, Rock County, Wisconsin, which real estate is more particularly described as follows, to-wit:

Part of Lots 6, 7, 8,and 1, Block 47, Smith's Addition, City of Janesville, Rock County, Wisconsin, described as follows:

Beginning at a point in the West line of Block 47, Smith's Addition, aforesaid, 89.00 feet South (assumed) of the N.W. corner of said Block; thence South 89°02'20'' East, 66.00 feet; thence North, 15.83 feet; thence South 89°02'20" East, 93.75 feet; thence South 50°03'20" West, 208.30 feet to the West line of said Block 47; thence North, along said line, 120.62 feet to the place of beginning, containing 0.226 acre.

* * * * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page , is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 1009.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By s/ M.J. Kruger
Second Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 11th day of December, A.D. 1974, M.J.Kruger, a Second Vice President, and Denis R. Hart, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

s/ T.K. Kehoe
Notary Public in and for the
State of Illinois, County of
Cook.

My Commission expires November 16, 1977

STATE OF WISCONSIN } ss.
Department of State
Received this 19th day of
February A. D. 19 75 at 8
o'clock A M. and recorded in Vol.
50 of RR Mortgages
on page 283
Douglas La Follette
Secretary of State

(GENERAL MORTGAGE RELEASE NO. 1009)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Janesville, in the County of Rock, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 12th day of December, A.D. 1974.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

(S E A L)

By s/ J.L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

By s/ J.Krueger
Assistant Secretary

WITNESSED BY:

s/ K.R. Runnfeldt

s/ L.D. Lewis

APPENDIX 1

Real Estate situated at Janesville, Rock County, Wisconsin, which real estate is more particularly described as follows, to-wit:

Part of Lots 6, 7, 8 and 1, Block 47, Smith's Addition, City of Janesville, Rock County, Wisconsin, described as follows:

Beginning at a point in the West line of Block 47, Smith's Addition, aforesaid, 89.00 feet South (assumed) of the N.W. corner of said Block; thence South 89°02'20'' East, 66.00 feet; thece North, 15.83 feet; thence South 89°02'20" East, 93.75 feet; thence South 50°03'20" West, 208.30 feet to the West line of said Block 47; thence North, along said line, 120.62 feet to the place of beginning, containing 0.226 acre.

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 1009.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By s/ J.L. Spreng
Vice President

APPENDIY 1

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 12th day of December, A.D. 1974, J.L. Spreng a Vice President, and J.E. Krueger an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowleged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

s/ J.M. Moennich
Notary Public in and for the State of
Illinois, County of Cook

(S E A L)

My Commission expires September 2, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 19th day of
February A. D. 19 75 at 8
o'clock A M. and recorded in Vol.
50 of Railroad Mortgages
on page 284
Douglas La Follette
Secretary of State

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation having its principal offices at 516 West Jackson Boulevard, Chicago, Illinois 60606, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto GAZETTE PRINTING COMPANY, Janesvill, Wisconsin, Grantee, the following described real estate situated and being in Rock County, Wisconsin, to-wit:

Part of Lots 6, 7, 8 and 1, Block 47, Smith's Addition, City of Janesville, Rock County, Wisconsin, described as follows:

Beginning at a point in the West line of Block 47, Smith's Addition, aforesaid, 89.00 feet South (assumed) of the N.W. corner of said Block; thence South 89°02'20'' East, 66.00 feet; thence North, 15.83 feet; thence South 89°02'20'' East, 93.75 feet; thence South 50°03'20'' West, 208.30 feet to the West line of said Block 47; thence North, along said line, 120.62 feet to the place of beginning, containing 0.226 acre..

Subject to any easements, whether or not of record, for any overhead or underground pipelines, pole lines or utilities.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this December 5, 1974.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In presence of:

s/ D.J. Winterlin
Witness

By: s/ W. L. Smith
President

Countersigned: (SEAL)

s/ J.E. Kot
Witness

By: s/ G.G. Grudnowski
Assistant Secretary

THIS DOCUMENT WAS PRIPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

WISCONSIN

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this December 5, 1974, W.L. Smith, President and G.G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

s/ Raymond H. Keegan, Jr.
Notary Public, Cook County, Ill.

My Commission expires Nov. 30, 1975

(S E A L)

STATE OF WISCONSIN Department of State ss.
Received this 19th day of Feb. A. D. 19 75 at 8
o'clock A M. and recorded in Vol. 50 of Railroad Mortgages on page 285
Douglas La Follette
Secretary of State

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY
UCC-3 Financing Statement

In Kansasville, Racine County, Wisconsin, described as:

Station Grounds & right of way, Northerly of main track, West of Highway No. 75, in the North ½ of the Northeast ¼ of the Northeast ¼, Section 34, Township 3 North, Range 20 East.

UCC FILING CONTINUATION FILED 2/11/80 FILING #64

CHICAGO & NORTH WESTERN RAILWAY COMPANY
UCC-3 Financing Statement

In Bain, Kenosha County, Wisconsin, described as follows:

Railroad right of way two miles west of Bain at intersection with State Highway No. 43.

UCC FILING CONTINUATION FILED 2/11/80 FILING #65

STATE OF WISCONSIN Department of State ss.
Received this 20th day of Feb. A. D. 19 75 at 8
o'clock A M. and recorded in Vol. 50 of R R M on page 285
Douglas La Follette
Filing # 1
Secretary of State

STATE OF WISCONSIN Department of State ss.
Received this 20th day of Feb. A. D. 19 75 at 8
o'clock A M. and recorded in Vol. 50 of R R M on page 285
Douglas La Follette
Filing # 2
Secretary of State

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY
UCC-3 Financing Statement

In South Wayne, Lafayette County, Wisconsin, described as follows:

Railroad Company's right of way North of tracks at Monroe and Verley Streets, in the SE Section 10, Township 1 North, Range 5 East.

At Darlington, Lafayette County, Wisconsin, Described as follows:

Station Grounds and right of way South of Catherine Street and West of Washington Street in the NE¼, Section 3, Township2 North, Range 3 East.

At Gratiot, Lafayette County, Wisconsin, described as follows:

Station Grounds and right of way North of Lafayette Street and West of Commerce Street in the NE¼, Section 9, Township 1 North, Range 4 East.

UCC FILING CONTINUATION FILED 3/12/80 FILING # 69

STATE OF WISCONSIN Department of State ss.
Received this 14th day of March A. D. 19 75 at 8
o'clock A M. and recorded in Vol. 50 of R R M on page 286
Douglas La Follette
Filing #3
Secretary of State

STATE OF WISCONSIN Department of State ss.
Received this 14th day of March A. D. 19 75 at 8
o'clock A M. and recorded in Vol. 50 of R R M on page 286
Douglas La Follette
Secretary of State

SOO LINE RAILROAD COMPANY
UCC-3 Financing Statement

In Junction City, Portage County, Wisconsin, described as follows:

Railroad right of way in the N½ NE¼ SW¼, Section 2, Twoship 24 North, Range 6 East..

Buildings are also partly located on owned land, a legal description of which is not necessary for this filing.

FILING #4 (U.C.C. FILING CONTINUATION FILED 3/12/80 FILING # 70)

Easement Deed No. 79022

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORATION COMPANY, a Delaware corporation, for the consideration of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, grants a permanent easement for highway puposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Manitowoc, and the State of Wisconsin, to wit:

All that part of the N½ - SW¼, Section 31, T 21 N, R 23 E, described as:

Commencing at a point 552.29 feet north of and 2,310.53 feet east of the southwest corner of said Section 31; thence N 52°-18'-03" W 866.18 feet; thence N 9°-24'-16" W 512.18 feet; thence N 80°-35'-44" E 110.00 feet to the point of beginning; thence N 46°-52'-15" W 360.32 feet; thence N 1°-18'-03" W 140.04 feet; thence S 46°-52'-15" E 327.87 feet, thence S 9°-24'-16" E 164.39 feet to the point of beginning. Said parcel contains 0.79 acres, more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said primises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and frim time to time, desire whithin the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquirng, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.

DATED this 20th day of December, 1974.

Signed, Sealed and Delivered in Presence of :

s/ M.F. CHATTERTON
M.F. Chatterton

s/ Dorthelia Bryant
Dorthelia Bryant

CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY

By s/ Robert Mickey
Robert W. Mickey, Assistant-Vice President

Attest s/ G.L. Vargason
G.L. Vargason, Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargalon, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistnat Secretary of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Baord of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 20th of December, 1974.

s/ Helen M. Wright
Notary Public, in and for the County of Cook in the State of Illinois
Helen M. Wright

My Commission Expires: March 9, 1978

This document was drafted by the Chicago and North Western Transportation Company, 400 W. Madison St., Chicago, Illinois 60606

STATE OF WISCONSIN Department of State ss.
Received this 14th day of March A. D. 19 75 at 8
o'clock A M. and recorded in Vol. 50 of R R M on page 286
Douglas La Follette
Secretary of State

THIS INDENTURE, made this 21st day of February, 1975, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called " Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafterscalled "State":

WITNESSETH, that the Company, in consideration of Three Thousand and No/100 Dollarrs ($3,000.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for the construction and maintenance of a highway described location in Outagamie County, Wisconsin, To-wit:

All that part of Block 85, Fifth Ward Plat, City of Appleton, which is bounded on the westerly side by the westerly line of Section Twenty-seven (27), Township Twenty-one (21) North, Range Seventeen (17) East; on the easterly side by Linwood Avenue; on the southerly and southeasterly sides by the southerly line of said Block 85 and a line running parallel with and 50 feet distant southeasterly (measured at right angles) from the center line of the abandoned "Y" track of the Soo Line Railroad Company's railroad as the same was located, operated and constructed over and across said Block 85 prior to the removal of said track; and on the northerly side by a line described as follows: commencing at a point on the westerly line of said Section 27 distant 1490.4 feet southerly (measured along said westerly line) from the westerly one-quarter corner thereof; thence N 89° 21' E along the S.T.H. 125 reference line a distance of 158.4 feet to a perpendicular line hereinafter referred to as "LineA"; thence N 89° 21' E a distance of 200 feet to a perpendicular line hereinafter referred to as "Line B"; thence N 89°21' E a distance of 14.29 feet to a perpendicular line hereinafter referred to as "Line C"; thence N 89°21' E a distance of 259.34 feet more or less to the center line of Linwood Avenue; thence northerly along said center line of Linwood Avenue to a point 86 feet distant northerly (measured at right angles) from said reference line to the point of beginning of the line herein to be described; thence S 89°21' W to said "Line C"; thence northwesterly to a point on said "Line B" distant 90 feet northerly from said reference line; thence S 80" 21' W a distance of 30 feet; thence northwesterly to a point on said "Line A" distant 112 feet northerly of said reference line; thence S 89°21' W to the westerly line of said Section 27 and there terminating;

Also, all that part of Block 73, Thrd Ward Plat, City of Appleton, bounded on the westerly side by the westerly line of said Section 27; on the northerly side by the northerly line of said Block 73; on the southerly side by a line running parallel with and 105 feet distant southerly (measured at right angles) from said reference line; and on the southeasterly side by a line running parallel with and 50 feet distant southeasterly (measured at right angles) from said abondoned "Y" track center line.

The company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonalbly interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS THEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereon affixed, the day and year first above written.

In the Presence of:

s/ Mary Lou Psyk
Mary Lou Psyk

s/ J.A. Doering
J.A. Doering

SOO LINE RAILROAD COMPANY

By s/ F.W. Crouch
Its Vice President and General Coundel
F.W. Crouch

ATTEST:
By s/ Doris L. Valley
Doris L. Valley - Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 21st day of February, 1975, F.W. Crouch, Vice President and General Counsel, and Doris L. Valley, Secretary of the above named corporation to me known to be the persons who wxecuted the foregoing instrument and to me konwn to be such Vice President and General Counsel and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

s/ Douglas L. Hanson
Douglas L. Hanson
Notary public-Minnesota
Hennepin County
My Commission expires March 23, 1981

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo LIne Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN
Department of State } ss.
Received this 14th day of
March A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of RRM
on page 954
Douglas La Follette
Secretary of State

DEED NO. 29009

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWENTY FIVE THOUSAND TWO HUNDRED TWELVE AND NO/100 DOLLARS ($25,212.00), conveys and quitclaims to WISCONSIN ELECTRIC POWER COMPANY of Milwaukee, Wisconsin GRANTEE, all interest in the following described real estate situated in the Town of Pleasant Prairie, County of Kenosha, and the State of Wisconsin, to wit:

That part of the East Half of Section 16, Township 1 North, Range 22 East, bounded and described as follows: Commencing at the South Quarter corner of said Section 16; thence North 88°42'32" East a distance of 1305.70' to the place of beginning; thenc North 02°30'42" West a distance of 2,676.94" to a point; thence North 02°43'41" West a distance of 902.88' to a point; thence North 88°30'47" East a distance of 196.56' to a point; thence North 01°11'20" West a distance of 421.41' to a point; thence North 88°16'12" East a distance of 25.00' to a point; thence South 01°11'20" East a distance of 4,001.02' to a point; thence South 88° 42'32" West a distance of 128.50' to the place of beginning.

Grantee, for itself, its successors and assigns, agrees:

(i) That if the current drainage flow of storm water from Grantor's adjoining property is impeded or stopped by the Grantee, Grantee will, at its sole cost and expense, take whatever corrective measures deemed necessary so as to eliminate any adverse drainage situation on Grantor's, its successors and assigns, adjoining property and right of way;

(ii) That it will not require Grantor, its successors and assigns, to construct a fence along the easterly boundary line of said real estate nor to maintain any fencing that may be constructed along said line; however, shold the Grantee install fencing, the same shall be installed and maintained at the sole cost and expense of the Grantee, its successors and assigns;

(iii) That it does hereby release and forever discharge Grantor, its successors and assigns, from any and all obligations to furnish any driveway or other means of access either to or from said real estate, whether such obligations are imposed by statute or otherwise.

Subject to any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Dated this 26th day of December, 1974.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in
Presence of:

s/Diane Kohler-Pausch
Diane Kohler-Pausch

s/M.F. Chatterton
M.F. Chatterton

By s/Robert W. Mickey
Robert W. Mickey, Assistant Vice President

Attest s/Robert D. Smith
Robert D. Smith, Secretary

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois.

STATE OF ILLINOIS)
)ss.
COUNTY OF C O O K)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Robert D. Smith, to me personally known and known to me to be, respectively, Assistant Vice Presedent and Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are respectively Assistant Vice President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 26th of December, 1974.

(S E A L)

s/ Helen M. Wright
Notary Public, in and for the County of Cook, in the State of Illinois,
Helen M. Wright

My Commission Expires: March 9, 1978

STATE OF WISCONSIN
Department of State } ss.
Received this 14th day of
March A. D. 19 75 at 5
o'clock P M. and recorded in Vol.
50 of RRM
on page 384
Douglas La Follette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplimented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorede in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WISCONSIN ELECTRIC POWER COMPANY -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- --

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Town of Pleasant Prairie, County of Kenosha, and the State Of Wisconsin -- -- -- -- -- -- -- -- -- -- -- -- -- --

and described as follows, to wit:

That part of the East Half of Section 16, Township 1 North, Range 22 East, bounded and described as follows: Commencing at the South Quarter corner of said Section 16; thence North 88°42'32" East a distance of 1305.70' to the place of beginning; thence North 02°30'42" West a distance of 2,676.94' to a point; thence North 02°43'41" West a distance of 902.88' to a point; thence North 88°30'47" East a distance of 196.56' to a point thence North 01°11'20" West a distance of 421.41' to a point; thence North 88°16'12" East a distance of 25.00' to a point; thence South 01°11'20" East a distance of 4,001.02' to a point; thence South 88°42'32" West a distance of 128.50' to the place of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS SHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 11th day of February, A.D., Nineteen Hundred and Seventy-five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By s/ R.R. Manchester
R.R. Manchester, Vice President

(S E A L)

ATTEST:

s/T.G.
T.F. Grove, Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

s/ R.E. Schuten

s/ T. Olson

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, F. Kaiser a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R.R. Manchester and T.F. Grove to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R.R. Manchester resides in Wilmette, Illinois, and that T.F.Grove resides in Geneva, Illinois, and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authrity and arder of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 11th day of February A.D., Nineteen Hundred and Seventy-Five.

s/ F. Kaiser
F. Kaiser, NOTARY PUBLIC
in and for the County of Cook in the
State of Illinois.

My Commission as such
Notary Public Expires: March 27, 1977

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN
Department of State } ss.
Received this 20th day of
March A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of R&M
on page 330
Douglas M. Fullerton
Secretary of State

DEED NO. 20112

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of Five Thousand six Hundred Seventy-Five and No/100 DOLLARS ($5,675.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS of Madison, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Elroy, County of Juneau, and the State of Wisconsin, to wit:

All that portion of the NW¼-NE¼, the NE¼-NE¼ and the SE¼-NE¼ of Section 32, T 15 N, R2 E in the City of Elroy, County of Juneau, State of Wisconsin, described from the following described reference line: Commencing at the North ¼ corner of Section 30 said T 15 N, R 2 E; thence due South 605.49 feet; thence S 50°20'E, 2432.93 feet; thence S 49°16'E, 1563.55 feet; thence S 48°47'E, 3000.00 feet; thence S 49°17'E, 700 feet to the point of beginning of the reference line to be described; thence S 49°17'E, 566 feet, (this portion of parcel consisting of all of the Chicago and North Western Transportaion Company right of way which lies Northwesterly of the Southeasterly limit of this section of the above described reference line), the reference line extends thence S 49°17'E, 624.93 feet to the point of tangency to a curve concave Southwesterly and having a radius of 2864.79 feet; thence Southeasterly along the arc of said curve, 579.79 feet to the point of tangency to a line bearing S 37°41'E; thence S 37°41'E, 236.34 feet to a point hereinafter referred to as point "X", (this portion of parcel consisting of all that land of the said Chicago and North Western Transportation Company right of way which lies within 50 feet Northeasterly of and normal to this last section of the above described reference line).

Also, all that portion of the Chicago and North Western TransportationCompany right of way in Block 6 and in Block 9 of Whicher's Addition in the City of Elroy, County of Juneau, State of Wisconsin, which lies within 33 feet Northeasterly of and parallel to the following described line: Commencing at aforedescribed point "X"; thence N 80°10'E, 47.82 feet; thence S 00°51'E, 40.23 feet to the point of beginning of the line to be described; thence S 34° 10'E, 500 feet, more or less.

Said parcel contains 2.84 acres, more or less, exclusive of lands already conveyed, reserved or used for highway purposes.

An easement for highway purposes, as long as so used, in and to the following described lands in Juneau County, Wisconsin, described as:

That portion of the Chicago and North Western Transportation Company right of way which lies in the Northwest corner of Block 6 of Whicher's Addition in the City of Elroy, County of Juneau, State of Wisconsin, further described as all that portion of said Block 6 lying Northeasterly of the above described 33 feet, and lying Westerly of a line drawn from a point distant 250 feet Southerly, as measured along the center line of Academy Street and the same extended, from its intersection with the extended center line of Cedar Street to a point distant 100 feet Easterly, as measured along the center line of Cedar Street and the same extended, from its intersection with the extended center line of Academy Street.

Said easement contains 0.06 acres, more or less, exclusive of lands already in use for highway purposes.

Subject to any and all public or private utilities now located on the above described real estate.

Reserving, however, to said Grantor, and to its successors and assigns forever, the right, not only to maintain and operate its present railroad tracks and facilities, as now located only within the limits of the real estate last hereinabove described, but also the right to construct, maintain and operate at any and all time or times such additional railroad tracks and facilities as said Grantor, or its successors, lessees, licensees or assigns may in the future desire; and further, the right and privilege to use said real estate for any and all purposes, such use, however, not to be inconsistent with the use of said real estate for street or highway purposes.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructin, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof as a street or highway purpose.

DATED this 28th day of February, 1975.

CHICAGO AND NORTH WESTERN TRANSPORTATON COMPANY

Signed, Sealed and :Delivered in
Presence of:

s/ M.F. Chatterton
M.F. Chatterton

By s/ Robert W. Mickey
Robert W. Mickey, Assistant Vice President

s/ Dorthelia Bryant
Dorthelia Bryant

Attest s/ G.L. Vargason
G.L.Vargason, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company,
400 West Madison Street, Chicago, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be respectively, Assistant Vice President and Assistant Secretary of Chicago AND NORTH WESTERN TRANSPORTATION COMPANY, A Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporationexecuted said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 28th of February, 1975.

s/ Helen M. Wright Helen M. Wright
Notary Public, in and for the County of Cook,
in the State of Illinois.

(S E A L)

My Commission Expires March 9, 1978

STATE OF WISCONSIN } ss.
Department of State
Received this 30 day of
April A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of RRM
on page 290 & 291
Secretary of State

EASEMENT
DEED NO. 79111

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of FOUR THOUSAND SEVEN HUNDRED AND NO /100 DOLLARS ($4,700.00), grants to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, an easement for highway purposes, as long as so used including the right to preserve, protect, and remove any vegitation existing on said lands and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in the City of West Allis, County of Milwaukee, and the State of Wisconsin, described as follows:

That part of the railroad right of way lying Easterly of the Easterly line of Block 1 of Assessors Plat No. 256, being a subdivision of a part of the Northeast one-quarter of Section 4, Township 6 North, Range 21 East; and also lying Westerly of the West line of Block 1 of Continuation of Henderson Park, being a subdivision of a part of the Northeast one-quarter of Section 4, Township 6 North, Range 21 East; and also lying North of th North line of West National Avenue as traveled on January 1, 1974; and also lying Southerly of a Public Highway Right of Way Line as delineated in Description Number 1 described as follows:

DESCRIPTION NUMBER 1:

Commencing at the Southwest corner of the Northeast Quarter of Section 4, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin; thence North 01°16' 27.65" West along the West line of said Quarter :Section, 700.00 feet; thence North 88°43'32.35" East at right angles to said West line of said Quarter Section, 24.75 feet to the point of beginning of the Public Highway Right of Way Line; thence Southerly to a point which is 600 feet Northerly of the Southwest corner of said Quarter Section, as measured along its Westerly line, and 30 feet Easterly of, as measured at right angles, to the West line of said Quarter Section; thence South 01°16'45.3" East, 41.23 feet to a point of curve; thence Southerly along the arc of curve, concave to the East with a radius of 806.509 feet and a long chord of 134.934 feet bearing South 06°04' 22.7"East, a distance of 135.10 feet to point of tangency; thence South 10°52' 10.4" East, 137.458 feet to a point of curve; thence Southeasterly along the arc of curve, concave to the Northeast with a radius of 20.00 feet and a long chord of 17.253 feet bearing South 36°25' 26.88" East, a distance of 17.829 feet to a point of tangency; thence South 61°58' 36.52" East, 46.625 feet to a point of curve; thence Easterly along the arc of curve, concave to the Northeast with a radius of 110.00 feet and a long chord of 52.247 feet bearing South 75°42' 54.10"East, 52.751 feet to a point of tangency; thence South 89°27' 10.88" East, 546.405 feet to a point of curve; thence Northeasterly along the arc of curve, concave to the North with a radius of 591.114 feet and a long chord of 163.189 feet bearing North 82°36' 46.24" East, a distance of 163.711 feet to a point of ending of the Public Highway Right of Way Line, said point of ending being 876.703 feet North 87°57' 45.24" East as measured along the South line of said Quarter Section from the Southwest corner of said Quarter Section and 226.181 feet North 02°02' 14.75" West as measured from the South Line of said Quarter Section.

AND ALSO, that part of the railroad right of way in the Northwest one-quarter and the Southwest one-quarter of Section 4, Township 6 North, Range 21 East; lying Easterly of a Public Highway Right of Way Line delineated in Description Number 2 described as follows:

DESCRIPTION NUMBER 2:

Commencing ay the Northeast corner of the Soutwest one-quarter of Section 4, Township 6 North, Range 21 East; thence South 00°28' 45.65" East, on the East line of said one-quarter Section 65.92 feet; thence South 65°02' 11.36 West 400 feet; thence North 24°57' 48.64" West 36 feet; thence North 65°02' 11.36" East 329.598 feet to a point of curve; thence Northeasterly along the arc of curve, concave to the Northwest with a radius of 85 feet and a long chord of 92.976 feet bearing North 31°52' 51.74" East, a distance of 98.37 feet; thence North 88°43' 32.35" East 29.00 feet to a point on the East line of the Northwest

one-quarter of said Section 4; thence South 01°16'27.65" East on the East line of said Northwest one-quarter 16.60feet to the point of beginning.

ALSO, all existing, future of poterntial common law statutory easement or rights of access between the right of way of West National Avenue, delineated above as a part of Description Number 2 and currently designated S.T.H. 15, and all of the abutting real property of the owner, whether acquired by seperate conveyance or otherwise, where the following described real estate abuts on said highway: That part of the railroad right of way in the Northwest one-quarter and the Southwest One-quarter of Section 4, lying Southerly of a line 16.60 feet Northerly of , and as measured at right angles to, the South line of said Northwest one-quarter of Section 4, aforesaid.

Reserving, however, unto the Grantor, its successors and assigns, the right to construct, reconstruct, operate, maintain, repair, and renew such of its facilities as are now or such additional railroad facilities as in the future may be located over, upon or across the real estate above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

DATED this 28th day of February, 1975.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered
in presence of :

s/ M.F. Chatterton
M.F. Chatterton

s/ Dorthelia Bryant
Dorthelia Bryant

By s/ Robert W. Mickey
Robert W. Mickey, Assistant Vice President

Attest s/ G.L. Vargason
G.L. Vargason, Assistant Secretary

This document was drafted by the Chicago and North Western Transportation Company,
400 W. Madison Street, Chicago, Illinois 60606

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally ackowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act; that the seal and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 28th of February, 1975.

(SEAL)

s/ Helen M. Wright Helen M. Wright
Notary Public, in and for the County of Cook
in the State of Illinois

My Commission Expires: March 9, 1978

STATE OF WISCONSIN } ss.
Department of State
Received this 30 day of
April A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of RRM
on page 291 & 292
Secretary of State

THIS INDENTURE, made this 5th day of December, 1974, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of Two Hundred Fifty and No/100 Dollars ($250.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for the construction and maintenance of a highway only as long as so used upon and across lands owned by said Company at the following described location in Iron County, Wisconsin, to-wit:

A strip of land 100 feet in width comprising all that part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of Section Five (5), Township Forty-six (46) North, Range One (1) East, bounded and described as follows: on the northwesterly and southeasterly sides by two lines running parallel with and respectively 50 feet distant northwesterly and 50 feet distant southeasterly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 5; on the northeasterly side by a line running parallel with and 100 feet distant northeasterly (measured at right angles) from the center line of U.S. Highway No. 2 as laid out and traveled January 1, 1974; on the southwesterly side by a line running parallel with and 140 feet distant southwesterly (measured

at right angles) from the following described reference line: commencing at a cedar post marking the north ¼ corner of said Section 5; thence S 60° 18' 06"W a distance of 953.88 feet to a point in said reference line which extends N 61°14'15"E from the last mentioned point in said reference line; the bearings used herein are based upon astronomical north.

The company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway fecility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

SOO LINE RAILROAD COMPANY

s/ Mary Lou Psyk
Mary Lou Psyk

By s/ F. W. Crouch
Its Vice Prisident and General Counsel
F.W. Crouch

s/ Nancy M. Anderson
Nancy Anderson

By s/ Doris L. Valley
Its Secretary Doris L. Valley

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 5th day of December, 1974, F.W. Crouch, Vice President and General Counsel, and Doris L. Valley, Secretary of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

s/ Douglas L. Hanson
DOUGLAS L. HANSON
Notary Public-Minnesota
Hennepin Canty
My Commission Expires March 23, 1981

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of
April A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of RRM
on page 292 & 293
Secretary of State

THIS INDENTURE, made this 7th day of March, 1975, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of Two Hundred Fifty and No/100 Dollars ($250.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for the construction and maintenance of a highway only as long as so used upon and across lands owned by said Company at the following described location in Winnebago County, Wisconsin, to-wit:

A strip of land 66 feet in width comprising all that part of the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section Sixteen (16), Township Twenty (20) North, Range Seventeen (17) East, bounded and described as follows: on the northwesterly and southeasterly sides by two lines running parallel with and respectively 33 feet distant northwesterly and 33 feet distant southeasterly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 16; on the northeasterly and southwesterly sides by two lines running parallel with and respectively 110 feet distant northeasterly and 110 feet distant southwesterly (measured at right angles) from the following described CTH "PP" reference line: beginning at a point in the north line of said Section 16 distant 2533.76 feet N 88° 50'43"E of the northwest corner thereof; thence S 38°03' 30"W a distance of 256 feet; thence along the arc of a 572.96 foot raduis curve to the left a distance of 725.77 feet; thence S 34°31'06"E a distance of 1093.38 feet; thence along the arc of a 1432.39 foot radius curve to the right a distance of 361.42 feet and there terminating.

The Company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement of maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous

operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location, however long continued, shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

This grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunte affixed, the day and year firs above written.

In the Presence of:

SOO LINE RAILROAD COMPANY

s/ J.A. Doering
J.A. Doering

By s/ F.W. Crouch
Its Vice President and General Counsel
F.W. Crouch

ATTEST:

s/ Nancy M. Anderson
Nancy M. Anderson

By s/ Doris L. Valley
Its Secretary Doris L. Valley

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

Personally came before me this 7th day of March, 1975, F.W. Crouch, Vice President and General Counsel, and Doris L. Valley, Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

s/ Douglas L. Hanson
DOUGLAS L. HANSON
Notary Public-Minnesota
Hennepin County
My Commission Expires Mar. 23,1981

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of
April A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of RRM
on page 293 & 294
s/ Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOWN ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wiscensin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1972 in Volume 50 of RRM on Pages 32-49,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto BUNGE CORPORATION, a New York Corporation- -

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the City of Superior, County of Douglas, and the State of Wisconsin- -

and described as follows, to wit:

PARCEL "A"

All that portion of "water", and "land under water", as described in that certain Warranty Deed dated August 13, 1903, between the Consolidated Land Company and the Chicago St. Paul, Minneapolis and Omaha Railway Company, filed for record in the Register of Deeds office of Douglas County, Wisconsin, on August 19, 1903, in Book 87 of Deeds on Page 200.

ALSO:

All of Block 49 on East Huron Street and all of Block 50 on East Michigan Street, in th Townsite of Superior.

PARCEL "B"

All that portion of "water" and "land under water", as described in that certain Quit Claim Deed dated October 21, 1893, between the Superior Consolidated Land Company and the Chicago, St. Paul, Minneapolis and Omaha Railway Company, filed for record in the Register of Deeds office of Douglas County, Wisconsin, on November 1, 1893, in Book 48 of Deeds on Pages 537 to 541, inclusive, EXCEPTING THEREFROM the following:

Commencing at the intersection of the Southeasterly line of Wise Avenue (now 42nd Avenue East), and the Westerly line of said above described tract of land described by deed dated October 21, 1893; thence Northerly along said Westerly line a distance of 510.3 feet to the South line of Crib "J" of the dock of said Chicago,St. Paul, Minneopolis and Omaha Railway Company, for the point of beginning of the parcel of land herein described; thence Northerly along the West line of said dock a distance of 816.2 feet; thence Easterly at right angles to the last described course a distance of 87 feet; thence Southerly at right angles to the last described course a distance of 29 feet; thence Easterly at right angles to the last described course a distance of 13 feet; thence Southerly at right angles to the last described course a distance of 200 feet; thence Easterly at right angles to the last described course a distance of 30.4 feet; thence Southerly at right angles to the last described course a distance of 326.2 feet; thence Southwesterly along a straight line a distance of 270.3 feet to a point distant 60 feet "due East" from the point of beginning; thence Westerly to the point of beginning.

PARCEL "C"

That part of Block 44 on East Huron Street lying Westerly of the West line of a tract of land described in that certian Quit Claim Deed dated October 21, 1893, between the Superior Consolidated Land Company and the Chicago, St. Paul, Minneapolis and Omaha Railway Company, filed for record in the Register of Deeds office of Douglas County, Wisconsin, on November 1, 1893, in Book 48 of Deeds on Pages 537 to 541, inclusive.

PARCEL "D"

All of Blocks 45 and 47 on East Huron Street, and all of Block 48 on East Michigan Street, in the Townsite of Superior.

ALSO:

That part of Block 43 on East Huron Street and of Block 46 on East Michigan Street, and of Hatch Avenue (now 43rd Avenue East) lying Southwesterly of the Southwesterly line of East Huron Street, all lying Easterly of the following described line; Beginning at a point on the Northeasterly line of said Block 43, distant 63 feet Northwesterly from the most Easterly corner thereof; thence Southerly along a straight line to a point on the Southeasterly line of said Block 43, distant 60 feet Southwesterly from said most Easterly corner; thence Southerly along a straight line to a point on the Northwesterly line of said Block 46, distant 20 feet Southwesterly from the most Northerly corner thereof; thence Southerly along a straight line to a point on the Southwesterly line of said Block 46, distant 124 feet Southeasterly from the most Westerly corner thereof, and there terminating.

PARCEL "E"

Those parts of Block 48 on East Bay Street and Block 47 on East Michigan Street, in the Townsite of Superior, lying Easterly of the following described line: Beginning at a point on the Northeasterly line of said Block 47, distant 165 feet Northwesterly from the most Easterly corner thereof; thence Southerly along a straight line to a point on the Southwesterly line of said Block 47, distant 55 feet Northwesterly from the most Southerly corner thereof; thence Southerly along a straight line to a point on the Southeasterly line of said Block 48, distant 62 feet Southwesterly from the most Easterly corner thereof, and there terminating.

PARCEL "F"

All of Block 49 on East Michigan Street and all of Block 50 on East Bay Street, in the Townsite of Superior.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 24th day of February A.D., Nineteen Hundred and Seventy-Five.

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.

s/

s/

NORTHWEST CHEMCO, INC.
as Mortgagee as aforesaid,

By s/ Paul J. Weir

ATTEST: s/ R.J. Hill
SECRETARY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, ELLIS A. BROCK, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that PAUL J. WEIR and R.J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument, in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntay act and deed of Chemco; and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th day of February A.D., Nineteen Hundred and Seventy-Five.

My Commission as such Notary Public
Expires: October 3, 1977

s/ Ellis A. Brock
NOTARY PUBLIC in and for
the County of Cook in the State of
Illinois.

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN
Department of State } ss.
Received this 24th day of
April A.D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of RRM
on page 294 & 295
s/ Douglas LaFollette
Secretary of State

CHICAGO , MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY

UCC-3 Financing Statement

In Spring Green, Sauk County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul & Pacific Railroad Company right of way and Station Grounds; Begin at a point on the east line of Lexington Street produced, in the Town of Spring Green, in the County and State oforesaid, according to the recorded plat thereof, distant 8.5 feet northerly of, as measured at right angles to, the center line of the Railroad Company's northerly side track, as now there established; thence north on said east street line 25 feet more or less, to the northerly boundary line of the Railroad Company's Station Ground property; thence easterly along said boundary line 214 feet; thence south parallel to said east street line, to a point distant 8.5 feet north of, as measured at right angles to, the center line of said northerly side track; thence westerly parallel to said side track; to the point of beginning, containing 5,000 square feet, more of less.

UCC FILING CONTINUATION FILED 4/8/80
FILING # 72

Termination filed 11/30/80 Filing #88

STATE OF WISCONSIN
Department of State } ss.
Received this 22nd day of
April A.D. 19 75 at 8
o'clock A M. and recorded in Vol.
50 of RRM
on page 296
Douglas LaFollette
Secretary of State
Filing No. 5

CHICAGO, AND NORTH WESTERN TRANSPORTAION COMPANY

UCC-3 Financing Statement

In Wrightstown, Brown County, Wisconsin, described as follows:

Chicago and North Western Transportation Company Station Grounds and right of way Northerly of tracks and Easterly of Broadway Street, further described as: Assesor's Plat and Replat, Village of Wrightstown, West Side, Fox River.

STATE OF WISCONSIN
Department of State } ss.
Received this 22nd day of
April A.D. 19 75 at 8
o'clock A M. and recorded in Vol.
50 of RRM
on page 296
Douglas LaFollette
Secretary of State
Filing No. 5

DEED NO. 79109

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED AND NO/100 DOLLARS ($250.00), grants to THE STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, of Madison, Wisconsin, GRANTEE, an easement for highway purposes over, upon and across real estate situated at Ashland junction, County of Bayfield, and the State of Wisconsin, being more particular as follows, to wit:

An EASEMENT FOR HIGHWAY PURPOSES, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegitation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following lands in Bayfield County, Wisconsin, namely; All that part of the Chicago and North Western Transportation Company railroad right of way, located in the NE¼-NE¼ Section 10, Township 47 North, Range 5 West, lying Between two parallel lines; one being uniformly 75' northwesterly and the other being uniformly 150' southeasterly from the following described reference line; Commencing at a point on the north line of Section 10, T47N, R 5 W, 269.84 feet N 89°13'40"W of the northeast corner of said Section 10; thence S 40°32'31"W, along the reference line a distance of 600.31 feet. Said reference line is the center line of USH 2 as laid out in 1938 under Federal Aid Project 488-E and as yet traveled on September 1, 1974.

Subject to any and all public or private utilities now located on the above described real estate.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities, including but not limited to the existing poles and wires of Grantor's communication line, as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for street of highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

DATED this 28th day of February, 1975.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in
Presence of:

By s/ Robert W. Mickey
Robert W. Mickey, Assistant Vice President

s/ M.F. Chatterton
M.F. Chatterton

s/ Dorthelia Bryant
Dorthelia Bryant

Attest s/ G.L. Vargason,
G.L. Vargason, Assistant Secretary

STATE OF ILLINOIS)
)SS.
COUNTY OF C O O K)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and

State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntay act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 28th of February, 1975.

s/ Helen M. Wright HELEN M. WRIGHT
Notary Public, in and for the County of Cook, in the State of Illinois.

My Commission Expires: March 9, 1978

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of May A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 296, 297
s/ Douglas La Follette
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of TWO HUNDRED AND FIFTY DOLLARS ($250.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee, an easement for highway purposes as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in, and to the following described lands, situated and being in Walworth County, Wisconsin, to-wit:

That part of the northwest one-quarter of Section 32, Township 2 North, Range 15 East, described as follows:

Commencing at a point 170.37 feet North 87°04'24" East of the southwest corner of said northwest corner of said northwest one-quarter, as measured along the south line of said northwest one-quarter; thence North 44°54'58" East to the point of beginning, thence continuing North 44°54'58"East, 106.06 feet; thence South 64°33'06" East, 381.83 feet along the northeasterly property line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 44°54'58" West, 106.06 feet; thence North 64°33'06" West along the southwesterly property line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, 381.83 feet to the point of beginning, this parcel containing 0.88 acre, more or less.

RESERVING unto Grantor, its successors and assigns, the right not only to contiue the use and operation of all existing railroad facilities now located on said lands, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior frights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this February 20, 1975.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In presence of:

s/J.M. Rekar
J.M. Rekar

By: s/ E.J. Stoll
E.J. Stoll - Vice President

COUNTERSIGNED:

s/J.E. Kot
J.E.Kot Witness

By: s/G.G. Grundnowski
G.G. Grundnowski Assistant Secretary

* * * * * * * * * * * *

STATE OF ILLINOIS)
)SS
COUNTY OF C O O K)

Personally came before me this February 20, 1975, E.J. Stoll, Vice President and G.G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

s/ Raymond H. Keegan, Jr.
RAYMOND H. KEEGAN, Jr.
Notary Public, Cook County, Ill
My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of May A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 297
s/ Douglas La Follette
Secretary of State

This Indenture, Made by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, hereby conveys to the State of Wisconsin, Department of Transportation, Division of Highways, grantee for the sum of two hundred fifty and no/100 ($250.00) Dollars.

An easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in the Village of Mazomanie and the Town of Mazomanie, Dane County, Wisconsin, described as:

All that part of said owner's lands in the SW¼-NE¼ and SE¼-NW¼ of Section 16, Town 8 North, Range 6 East; lands in said SE¼-NW¼ also being part of Lots 107 and 108 of Alfred Senier's 1st Addition to the Village of Mazomanie, and located from a highway reference line descibed as follows:

Commencing at a point 30.96 feet northerly of the northwest corner of Lot 178 of Alfred Senier's 2nd Addition to the Village of Mazomanie;

Thence N 89°36'02" E, 151.14 feet;

Thence N 73°25'07" E, 410.10 feet to a point of curve;

Thence easterly on a curve to the right, radius 3437.75 feet, 607.69 feet to the point of beginning of said reference line;

Thence continuing easterly on said curve to the right, 305.3 feet.

Said parcel includes all that land of the owner lying between a line located 120 feet northerly of and parallel to the above-described reference line for the first 139.3 feet and a line described as follows:

On a straight line from a point 151.2 feet to a point 155.7 feet, both points southerly of and normal to the above-described reference line for the last 130.2 feet as measured along said reference line.

Said parcel contains 0.30 of an acre, more or less, exclusive of all lands previously acquired or now used for highway purposes.

The above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns and is subject to any and all public or private utilities now located on the above-described real estate.

Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair and renew such of its facilities as are now or such additional facilities as in the future may be located over, upon or across the real estate above-described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

The consideration stated herein is payment for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included, If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by E.J. Stoll, its Vice President, and countersigned by J.T. Taussig, its Secretary, at Chicago, Illinois, and its corporate seal to be hereunto affixed, this 16th day of January, A.D., 1975.

Signed and Sealed in Presence of

s/ J.M. Rekar
J.M. Rekar

s/ J.L. Dziedzic
J.L. Dziedzic

Chicago, Milwaukee, St. Paul & Pacific R.R. Co.
Corporate Name

s/ E.J. Stoll
E.J. Stoll Vice President

Countersigned:
s/ J.T. Taussig
J.T. Taussig Secretary

STATE OF ILLINOIS)
)ss.
Cook County)

Personall came before me, this 16th day of January, A.D., 1975, E.J. Stoll, Vice President, and J.T. Taussig, Secretary of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such E.J. Stoll, Vice President and J. T. Taussig, Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

s/ Raymond H. Keegan, Jr.
RAYMOND H. KEEGAN, JR.
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 29th day of May A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 298
s/ Douglas La Follette
Secretary of State

EASEMENT DEED NO. 79122

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Rock, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company's lands in the Southwest Quarter of the Southeast Quarter of Section 1, Town 1 North, Range 13 East thereof, located from a highway reference line described as follows: Commencing at a point on the South line of said Section 1,410.93 feet N 88°16'52" W of its South Quarter Corner; thence N 46° 07' 20" E, 232.76 feet to a point of curve; thence Northeasterly on a curve to the right, radius 7,639.44 feet, 1249.91 feet to the point of beginning of said reference line; thence continuing Northeasterly on said curve to the right, 326 feet. Said parcel includes all that land of the Chicago and North Western Transportation Company lying between a line located 290 feet Northwesterly of and parallel to the above described reference line, and a line located 190 feet Southeasterly of and parallel to the above described reference line.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to protect, maintain, operate anduse any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises including the repair, reconstruction and replacement thereof.

Reserving , however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lissees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said descibed real estate or any part thereof as a highway.

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

Dated this 13th day of March, 1975.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

s/ M.F. Chatterton
M.F. Chatterton

By s/ Robert W. Mickey
Robert W. Mickey, Assistant Vice President

s/ Dorthelia Bryant
Dorthelia Bryant

Attest s/ G.L. Vargason
G.L. Vargason, Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 13th of March, 1975.

s/ Helen M. Wright
Notary Public, in and for the County of Cook in the State of Illinois
Helen M. Wright

My Commission Expires: March 9, 1978.

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of June A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 299
s/ Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended,

FOR AND IN CONSIDERATION of the payments of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS ---

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Elroy, County of Juneau, and the State of Wisconsin - - - - - - - - and described as follows, to wit:

All that portion of the NW¼-NE¼, the NE¼-NE¼ and the SE¼-NE¼of Section 32, T 15 N, R 2 E in the City of Elroy, County of Juneau, State of Wisconsin, described from the following described reference line: Commencing at the North ¼ corner of Section 30, said T 15 N, R 2 E; thence due South 605.49 feet; thence S 59°20' E, 2432.93 feet; thence S 49° 16' E, 1563.55 feet; thence S 48°47' E, 3000.00 feet; thence S 49°17' E, 700 feet to the point of beginning of the reference line to be described; thence S 49° 17' E, 566 feet, (this portion of parcel consisting of all of the Chicago and North Western Transportation Company right of way which lies Northwesterly of the Southeasterly limit of this section of the above described reference line), the reference line extends thence S 49°17' E, 624.93 feet to the point of tangency to a curve concave Southwesterly and having a radius of 2864.79 feet; thence Southeasterly along the arc of said curve, 579.79 feet to the point of tangency to a line bearing S 37°41' E; thence S 37°41' E, 236.34 feet to a point hereinafter referred to as point "X", (this portion of parcel consisting of all that land of the said Chicago and North Western Transportation Company right of way which lies within 50 feet Northeasterly of and normal to this last section of the above describe reference line).

ALSO, all that portion of the Chicago and North Western Transportation Company right of way in Block 6 and in Block 9 of Whicher's Addition in the City of Elroy, County of Juneau, State of Wisconsin, which lies within 33 feet Northeasterly of and parallel to the following described line: Commencing at aforedescribed point "X"; thence N 89°19' E, 47.82 feet; thence S 00°51' E, 40.23 feet to the point of beginning of the line to be described; thence S 34°10' E, 500 feet, more or less.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 8th day of May, A.D., Nineteen Hundred and Seventy-Five.

Attest: s/ T.F. Grove
T.F. Grove Assistant Secretary

THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid,

By s/ J.R. Grimes

WITNESSETH:
TO THE SIGNATURES OF THE OFFICERS OF THE THE FIRST NATIONAL BANK OF CHICAGO:

s/ T. Olson T. Olson

s/ R.E. Schuten R.E. Schuten

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Kurt Breuer a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J.R. Grimes and T.R. Grove to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J.R. Grimes resides in Chicago, Illinois and that T.F. Grove resides in Geneva, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th day of May A.D., Nineteen Hundred and Seventy-Five.

s/ Kurt Breuer
Kurt Breuer Notary Public in and for the County of Cook in the State of Illinois.

My Commission as such Notary Public Expires: Jan. 30, 1977

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of June A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on pages 299&300
s/ Douglas LaFollette
Secretary of State

PARTIAL RELEASE

This Indenture made this 1st day of October, 1974, by and among FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property of real estate described in Exhibit A, attached hereto, is subject to the lien of the following described mortgages:

1. General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (suxxessor by merger to The First National Bank of the City of New York), Trustee, as supplemented.

2. Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, to Morgan Trust Company of New York and Jacob M. Ford II, Trustees.

WHEREAS, said mortgages were filed for record in the offfice of the Secretary of State, State of Wisconsin, as follows:

Mortgage	Book	Page
General Gold Bond Mortgage, January 1, 1921	Vol. 21, RRM	93
Consolidated Mortgage, March 2, 1970	RRM 49	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, was merged into and with Great Northern Pacific and Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture (No. 11), dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Great Northern Railway Company and has succeeded to and been substituted for Great Northern Railway Company in said mortgage,

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said two mortgages, has made application to the Trustees therecf for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that First National City Bank, as Trustee of said General Gold Bond Mortgage Guaranty Trust Company of New York, as Trustee of said Consolidated Mortgage in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the redeipt whereof is hereby acknowledged, do hereby forever release and discharge from the lien of said mortgages and all supplements thereto,respectively, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of their respective rights, title, interest, claim or demand whatsoever said First National City Bank and Morgan Guaranty Trust Company of New York may have acquired in, through, or by said Trust Mortgages, as such Trustees, in and to the property situate in the City of Superior, County of Douglas and State of Wisconsin, more fully described in said Exhibit A, hereto attached.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees. The reservations and exceptions, if any set forth in said Exhibit A are intended to be for the benefit of First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter, or diminish the liens or encumbrances of the aforesaid mortgages or any supplements thereunto on any of the properties covered by them respectively which are not hereby specifically released.

This release is made and accepted respectively by First National City Bank and Morgan Guaranty Trust Company of New York, as mortgage trustees without covenants or warranties, either expressed or in equity, and shall be without recourse against First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees in any event of any contingency.

IN WITNESS WHEREOF, said corporate mortgage trustees have caused this indenture to be signed and acknowledged or approved by one of their respective trust officers, and have caused their respective corporate seals to be hereunto affixed, and the same to be attested by the signature of one of their respective associate trust officers, or assistant secretaries, all as of the day and year first above written.

Signed, sealed and delivered on behalf of First National City Bank, as Trusee, in presence of:

s/ T.F. Minori
T.F. Minori

s/ P. Ihnat
P. Ihnat

FIRST NATIONAL CITY BANK, as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921.

By s/REJ
Trust Officer Ralph E. Johnson

Attest: s/ George Gregor
Associate Trust Officer
George Gregor

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:

s/ E.Parets
E. Parets

s/ M.J. D'Angelico
M.J. D'Angelico

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970

By s/ D.G. Hope
D.G. Hope Trust Officer

Attest: s/ W.W. Brewer
W.W. Brewer Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS?
CITY OF NEW YORK)

On this 1st day of October, in the year 1974, before me, John J. Neubauer, a notary public, personally appeared Ralph E. Johnson to me known to be a Trust Officer of the First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 1st day of October, 1974.

s/ John J. Neubauer
Notary Public, City County and State of New York. My commission expires: March 30, 1975

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 4th day of October, in the year 1974, before me, Frank Schlierf, a notary public, personally appeared D.G. Hope, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said D.G. Hope acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 4th day of October, 1974.

s/ Frank Schlierf
Notary Public, City, County and State of New York. My commission expires: March 30, 1975

Superior, Wisconsin. Sale of former G.N. land to the City of Superior

Exhibit "A"

All those parts of Lots 1 through 5, Block 10, Lots 1 through 5, Block 9, Lots 1 through 5, Block 8, Lots 1 through 5, Block 7, Lots 1 through 5, Block 6, together with those parts of vacated "H" Street (now Second Avenue East), "I" Street (now Third Avenue East), "J" Street (now Fourth Avenue East), "K" Street (now Fifth Avenue East), the Northwest One Half of "L" Street (now Sixth Avenue East) and the Southeast One Half of "G" Street (now First Avenue East), all in the Townsite of Superior City in the City of Superior, Douglas County, Wisconsin, according to the recorded plat thereof on file and of record in the office of the Register of Deeds in and for said Douglas County, Wisconsin, lying Northeasterly of a line located 50 feet, perpendicularly and radially distant, Northeasterly of, parallel and concertric with the center line of the most Northeasterly railway track of Burlington Northern Inc. (formerly the most Northeasterly Northern Pacific Railway Company track) as said track is now located and constructed.

STATE OF WISCONSIN } ss.
Department of State
Received this 6th day of June A. D. 1975 at 10 o'clock A M. and recorded in Vol 58 of RRM on page 301 & 302
s/ Douglas La Follette
Secretary of State

PARTIAL RELEASE

THIS INSENTURE made this 25th day of March, 1975, by and among FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or real estate described in Exhibit A, attached hereto, is subject to the lien of the following descrobed mortgages:

1. General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (successor by merger to The First National Bank of the City of New York), Trustee, as supplemented.

2. Consolidated Mortgage of Burlington Northern Inc., dated March2, 1970, to Morgan Guaranty Trust Company of New York and Jacob M. Ford II, Trustees.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as follows:

Mortgage	Book	Page
General Gold Bond Mortgage, January 1, 1921	Vol. 21, RRM	93
Consolidated Mortgage, March 2, 1970	RRM 49	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, was merged into and with Great Northern Pacific and Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture (No. 11), dated as of March 2, 1970, to said Great Northern

Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Great Northern Railway Company and has succeeded to and been substituted for Great Northern Railway Company in said mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said two mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Frist National City Bank, as Trustee of said General Gold Bond Mortgage, and Morgan Guaranty Trust Company of New York, as Trustee of said Consolidated Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowleged, do hereby forever release and discharge from the lien of said mortgages and all supplements thereto, respectively, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of their respective rights, title, interest, claim or demand whatsoever said First National City Bank and Morgan Guaranty Trust Company of New York may have acquired in, through, or by said Trust Mortgages, as such Trustees, in and to the property situate in the City of Superior, County of Douglas, and State of Wisconsin, more fully descrowed in said Exhibit A, hereto attached.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and rom all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter, or diminish the liens or encumbrances of the aforesaid mortgages or any suppliments thereto on any of the properties covered by them respectively which are not hereby specifically released.

This release is made and accepted respectively by First National City Bank and Morgan Guaranty Trust Company of New York, as mortgage trustees without covenants or warranties, either expressed or impied in law or in equity, and shall be without recourse against First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees in any event or in any contingency.

IN WITNESS WHEREOF, said corporate mortgage trustees have caused this indenture to be signed and acknowledged or approved by one of their respective trust officers, and have caused their respective corporate seals to be hereunto affixed, and the same to be attested by the signatures of one of their respective assistant cashiers or assistant secretaries, all as of the day and year first above written.

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

s/ T.F. Minori
T.F. Minori

s/ Enzo L. Carbocci
Enzo L. Carbocci

FIRST NATIONAL CITY BANK, as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921.

By s/ R E J
Trust Officer Ralph E. Johnson

Attest: George Gregor
Assistant Cashier George Gregor

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:

s/ E. Parets
E. Parets

s/ S. Russo
S. Russo

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under Consolidated Mortgage of Burlinton Northern Inc., dated March 2, 1970

By s/ J.W. Flaherty
Trust Officer J.W. Flaherty

Attest: W.W. Brewer
Assistant Secretary W. W. Brewer

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 25th day of March, in the year 1975, before me, John J. Neubauer, a notary public, personally appeared Ralph E. Johnson to me known to be a Trust Officer of the First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

G iven under my hand and official seal this 25th day of March, 1975.

s/ John J. Neubauer
Notary Public, City, County and State of New York. My commission expires: March 30, 1975

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

Onthis 27th day March, in the year 1975, before me, Lorraine Fowler, a notary public, personally appeared J.W. Flaherty, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J.W. Flaherty acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 27th day of March, 1975.

s/ Lorraine Fowler
Notary Public, City, County and State of New York, My commission expires: March 30, 1976

Superior, Wisconsin. Sale or conveyance of former G.N. land to the City of Superior.

Exhibit "A"

All those parts of Lots 3, 4, and 5, Block 4, Lots 1 through 5, Block 3, Lots 1 through 5, Block 2, Lots 1 and 2, Block 1, together with those parts of vacated "N" Street (now Eighth Avenue East), "O" Street (now Ninth Avenue East), "P" Street (now Tenth Avenue East), Townsite of Superior City; and also, all those parts of Lots 1 through 5, Block 6, Lots 1 through 6, Block 5, Lots 1 through 6, Block 4, Lots 1 through 11, Block 2, Lots 1 through 10 on Chandler Pier in the Subdivision of Block 3, together with those parts of vacated "Q" Street (also known as Clark Avenue - now Eleventh Avenue East), Division Avenue (now Thirteenth Avenue East), Chandler Pier, Morisset Avenue (now Fourteenth Avenue East), the Northwest One Half of Pouilliot Avenue $also known as Cadotte Avenue - now Fifteenth Avenue East), Townsite of Middletown, all in the City of Superior, Douglas County, Wisconsin, according to the recorded plats thereof on file and of record in the the office of the Register of Deeds in and for said Douglas County, Wisconsin, lying Northeasterly of a line located 50 feet, perpendicularly and radially distant, Northeasterly of, parallel and concentric with the center line of the most Northeasterly railway track of Burlington Northern Inc. (formerly the most Northeasterly Northern Pacific Railway Company track) as said track is now located and constructed; and also,

All those parts of Lots 1 through 26, Kingston Pier, Lots 1 through 26, Dunkirk Pier, Lots 449, 451, 453, 455, 457, 461, 467, 471, 473, 475, 477, 479, 481, 483, 487, 489, 491, 493, 499, 501, 503, 505, 507, 509, and 511 on West Bay Street, together with those premises lying Northeasterly of the Northeasterly lines of said lots on West Bay Street and Northwesterly of the Southeasterly line of said Lot 449 extended Northeasterly, together with those parts of vacated Kingson Pier, Dunkirk Pier, Corcoran Avenue (also known as Corcoran Slip - now Sixteenth Avenue East), the Northwest One Half of Walbridge Avenue (also known as Walbridge Slip - now Seventeenth Avenue East), the Southeast One Half of Pouilliot Avenue (also known as Cadotte Avenue - now Fifteenth Avenue East), West Bay Street, the alley Southwesterly of Lots 1 and 2, Kingston Pier and Southwesterly of Lots 1 and 2, Dunkirk Pier, all in the Townsite of Superior, now a part of the City of Superior, Douglas County, Wisconsin, according toj the recorded plats thereof on file and of record in the office of the Register of Deeds in and for said Douglas County, Wisconsin, lying Northeasterly of the center line of the vacated alley as described above.

Together with all of the right, title and interest in and to that part of Block 3, said Townsite of Middletown, dedicated to the public for slip purposes by the subdivision of Block 3 (being that land lying between the Northwesterly lines of Lots 2, 4, 6, 8, and 10 on said Chandler Pier and the Southwesterly line of Division Avenue, now vacated) lying Northeasterly of a line located 50 feet, perpendicularly and radially distant, Northeasterly of, parallel and concentric with the center line of said most Northeasterly railway track of Burlington Northern Inc.

STATE OF WISCONSIN
Department of State } ss.
Received this 6th day of June A. D. 19 75 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on pages 303-304
s/ Douglas LaFollette
Secretary of State

ARTICLES OF MERGER
OF
PORT TOWNSEND RAILROAD, INC.
INTO
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

The undersigned officers of the Port Townsend Railroad, Inc., a Washington corporation, and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, execute in triplicate, the following Articles of Merger.

ARTICLE I

Plan of Merger; Port Townsend Railroad, Inc., dedignated as the subsidary corporation, will be merged into Chicago, Milwakee, St. Paul and Pacific Railroad Company, designated as the surviving corporation. Upon merger, the shares of the subsidary corporation, all of which are owned by the surviving corporation, shall be surrendered and retired by the surviving corporation, and shall not be converted into any shares or other securities or obligations and no change in the Articles of Incorporation of the surviving corporation shall be affected.

ARTICLE II

Shares Outstanding: The subsidary corporation has only one class of shares, of which 15,000 shares are outstanding, and all of which are owned by the surviving corporation.

ARTICLE III

Notice: The notice to shareholders of the subsidairy corporation as to the plan of merger and the right to be paid for shares pursuant to Section 180.72 of the Wisconsin Statutes has been waived by written consent to corporate action dated November 12, 1974, and signed by the holders of all of the outstanding shares of the subsidary corporation.

ARTICLE IV

Effective Time of Merger: The merger shalll be effective June 1, 1975, at 12:01 a.m., Pacific Daylight Time.

ARTICLE V

Approval Permitted by Washington Law: The laws of the State of Washington, the state in which the subsidary corporation is organized, permit the merger. May 31, 1975.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

s/ President

s/ Secretary

Port TOWNSEND RAILROAD, INC.

By: s/ President

s/ Secretary

STATE OF WISCONSIN
Department of State } ss.
Received this 6th day of June A. D. 19 75 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 304
s/
Secretary of State

THIS DOCUMENT DRAFTED BY M.C. SULLIVAN, GENERAL ATTORNEY AND CORPORATE COUNSEL CHICAGO, MILWAUKEE, AND ST. PAUL AND PACIFIC RAILROAD COMPANY

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE REMISE, CONVEY and QUITCLAIM unto DANE-COL FARMERS' FEED CO., INC. all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Lodi, County of Columbia, and the State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter of the Southeast Quarter (NW¼ SW¼) of Section Twenty-seven (27), Township Ten (10) North, Range Eight (8) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the Southeasterly line of Park Street with the Westerly right of way line of the Chicago and North Western Railway Company; thence Southerly along the Westerly line of said right of way, a distance of Two Hundred (200) feet; thence Easterly along a line at right angles to the last described course, a distance of Nine (9) feet, more or less, to a point Nine (9) feet Westerly of, as measured radially from the center line of Spur Track I.C.C. No. 144 of the Chicago and North Western Railway Company, as now located and established; thence Southerly along a line parallel with the center line of said Spur Track, a distance of Fifty (50) feet; thence Easterly along a line drawn at tight angles from the Westerly line of said right of way, a distance of Eleven (11) feet, more or less, to a point Nine (9) feet Westerly of, as measured radially from the center line of Spur Track I.C.C. No. 141 of said Railway Company, as now located and established; thence Northerly along a line parallel with the center line of the curved segement of said Spur Track I.C.C. No. 141 to a point Eight and Five-tenths (8.5) feet Westerly of, as measured at right angles from the Southerly extension of the center line of the tangent segment of said Spur Track I.C.C. No. 141; thence Northerly along a line parallel with the center of the tangent segment of said Spur Track I.C.C. No. 141 and the North and South extensions thereof to a point Nine (9) feet Westerly of, as measured radially from the center line of the curved segment of said Spur Track I.C.C. No. 141; thence Northerly along a line parallel with the center line of the curved segment of said Spur Track I.C.C. No. 141 to the Southeasterly line of said Park Street; a distance of Forty-two (42) feet, more or less, to the point of beginning.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 29th day of January A.D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By s/ R.R. Manchester
R.R. Manchester Vice President

ATTEST:

s/ A.L. McKee
A.L. McKEE Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF THE
FIRST NATIONAL BANK OF CHICAGO:

s/ O.J. Tendall
O.J. TENDALL
s/ W. Miller
W. MILLER

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, G.N. SIMPSON, JR. a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R.R. MANCHESTER and A.L. McKEE to me personally known and known to me to be, respectively, a Vice President a d a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R.R. MANCHESTER resides in Willmette, Ill., and that A.L. McKEE resides in Park Ridge, Ill., and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 29th day of January A.D., Nineteen Hundred and Sixty-five.

s/ G.N. SIMPSON
Notary Public
In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN
Department of State } ss.
Received this 16th day of June A.D. 19 65 at 10 o'clock A M. and recorded in Vol. 50 of Railroad Mortgages on page 305
s/ Douglas La Follette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporatoin duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto DANE-COL FARMERS' FEED CO., INC. all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Lodi, County of Columbia, and the State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter of the Southeast Quarter(NW¼ SE¼) of Section Twenty-seven (27), Township Ten (10) North, Range Eight (8) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the Southeasterly line of Park Street with the Westerly right of way line of the Chicago and North Western Railway Company; thence Southerly along the Westerly line of said right of way, a distance of Two Hundred (200) feet; thence Easterly along a line at right angles to the last described course, a distance of Nine (9) feet, more or less, to a point Nine(9) feet Westerly of, as measured radially from the center line of Spur Track I.C.C. No. 144 of the Chicago and North Western Railway Company, as now located and established; thence Southerly along a line parallel with the center line of said Spur Track, a distance of Fifty(50) feet; thence Easterly along a line drawn at right angles from the Westerly line of said right of way, a distance of Eleven(11) feet, more or less, to a point Nine (9) feet Westerly of, as measured radially from the center line of Spur Track I.C.C. No. 141 of said Railway Company, as now located and established; thence Northerly along a line parallel with the center line of the curve segment of said Spur Track I.C.C.No. 141 to a point Eight and Five-tenths (8.5) feet Westerly of, as measured at right angles from the Southerly extension of the center line of the tangent segment of said Spur Track I.C.C. No. 141; thence Northerly along a line parallel with the center line of the tangent segment of said Spur Track I.C.C. No. 141 and the North and South extensions thereof to a point Nine (9) feet Westerly of, as measured radially from the center line of the curved segment of said Spur Track I.C.C. No. 141; thence Northerly along a line parallel with the center line of the curved segment of said Spur Track I.C.C. No. 141 to the Southeasterly line of Park Street; thence Southwesterly along the Southeasterly line of said Park Street, a distance of Forty-two(42) feet, more of less, to the point of beginning.

Excepting, however, all the coal, oil, gas, dasinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this de d of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 4th day of February A.D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,
s/ R.G. Pintard
R.G. Pintard Trust Officer

ATTEST:
s/ H. Oppenheim
H. Oppenheim Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

s/ J.J. Smith
J.J. SMITH
s/ K. Gormley
K. GORMLEY

This is Page 2 of a release dated Feb. 4, 1965, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, as supplemented and amended, certain property located in the Village of Lodi, County of Columbia, and the State of Wisconsin.

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, HARRISON J. LAEMMERHIRT a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R.G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation descrobed in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscrobed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R.G.PINTARD resides at 17 Taylor St., Dover, N.J., and that H. OPPENHEIM resides at 347 Warwick Ave., Mt. Vernon, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order or its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 4th day of February A.D., Nineteen Hundred and Sixty-five.

s/ Harrison J. Laemmerhirt
Notary Public
In and for the County of New York in the State of New York.

My Commission as such Notary Public Expires March 30, 1965.

STATE OF WISCONSIN
Department of State } ss.
Received this 16th day of June A.D. 19 65 at 10 o'clock A M. and recorded in Vol. 50 of R.R.M. on page 306
s/ Douglas La Follette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended,
FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto DANE-COL. FARMERS FEED CO., INC. - all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in,under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplimented and amended, in and to the property situated in the City of Lodi, Couny of Columbia, and the State of Wisconsin - and described as follows, to wit:

That part of the West Half of the Southeast Quarter of Section 27, Township 10 North, Range 8 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Sathwest corner of the Northwest Quarter of the Southeast Quarter of said Section 27; thence Easterly along the Southerly line of said Northwest Quarter of the Southeast Quarter, a distance of 297.0 feet (18 rods) to the point of beginning of the parcel of land herein described; thence Northerly at right angles to the last described course, a distance of 115 feet, more or less, to a point on the Southwesterly line of a tract of land described by that certain Warranty Deed dated November 16, 1871 between R.H. Luse and the Chicago and North Western Railway Company, filed for record in the Registers Office of Columbiz County, December 15, 1871, in Volume 56 of Deeds on Page 240; thence Northwesterly along the Sathwesterly line of said tract of land described by deed dated November 16, 1871, to a point on the center line of Sauk Street; thence Easterly along said center line of Sauk Street to a point distant 9feet Southwesterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 141, as said spur track is now located; thence Southaesterly parallel with said spur track center line to a point on the Northwesterly line of Mill Street; thence Southwesterly along said Northwesterly line of Mill Street to a point distant 50 feet Southwesterly, measured at right angles, from the center line of the main track of the Baraboo Air Line Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 27; thence Northwesterly parallel with said original main track center line to a point on the center line of Lodi Street; thence Southwesterly along said center line of Lodi Street to a point on a line drawn at right angles to the South line of the Northwest Quarter of the Southeast Quarter of said Section 27 through the point of beginning; thence Northerly along said last described right angle line to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 27th day of March, A.D., Nineteen Hundred and Seventy-five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,
By s/ J.R. Grimes
J.R. GRIMES VICE PRESIDENT

ATTEST:
s/ T.F. Grove
T.F. GROVE ASSISTANT SECRETARY

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

s/ T. Olson T. OLSON

s/ R.E. Schuten R.E. SCHUTEN

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Kurt Breuer a Notary Public, duly commissioned and qualified in and for the County and State oforesaid and residing therein, DO HEREBY CERTIFY that J.R. Grimes and T.F. Grove to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J.R. Grimes resides in Chicago, Illinois and that T.F. Grove resides in Geneva, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 27th day of March A.D., NINETEEN Hundred and Seventy-Five.

s/ Kurt Breuer
NOTARY PUVLIC
in and for the County of Cook in the State of Illinois.

My Commission as such Notary
Public ExpiresL Jan 30, 1977

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN
Department of State } ss.
Received this 30th day of
June A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of Railroad Mortgages
on page 307
s/ Douglas LaFollette
Secretary of State

DEED OF PARTIAL RELEASE

KNOWN ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MOLWAUKEE, ST PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of RR Mortgages, at page 15, et seq, and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certian property situated at Berlin in the County of Green Lake, State of Wisconsin, which is more particullary described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Second Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officer this 22nd day of May A.D. 1974.

ATTEST OR COUNTERSIGNED:
BY s/ J. C. Mull, Jr.
TRUST OFFICER J.C. MULL, JR.

WITNESSED BY:
s/ J.J. Powell J.J. POWELL

s/ E.D. BUTLER E.D. BUTLER

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid
By s/ M.J. Kruger
Second Vice President M.J. KRUGER

APPENDIX 1

Real Estate situated at Berlin, Green Lake County, Wisconsin, which real estate is more particularly described as follows, to-wit:
All of Lots 1, 2, 3, 4, 5, and 6 in Block 25 in the Original Plat of Strongville, now City of Berlin.

* * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 948.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee
By s/ M.J. Kruger
SECOND VICE PRESIDENT M.J. KRUGER

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 22nd day of May, A.D. 1974, M.J. Kruger, a Second Vice President, and J.C. Mull,jr., a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking awsociation and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

s/ T.K. Kehoe T.K. KEHOE
Notary Public in and for the State of Illinois, County of Cook.
My Commission expires November 16, 1977

STATE OF WISCONSIN
Department of State } ss.
Received this 24th day of
June A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of R.R.M.
on page 308
s/ Douglas LaFollette
Secretary of State

GENERAL MORTGAGE RELEASE NO. 948
DEED OF PARTIAL RELEASE

KNOWN ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called"Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all ot the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Berlin, in the County of Green Lake, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS HEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized,

and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 24th day of May, A.D. 1974.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,
By s/ J.L. Spreng
Vice President J.L. SPRENG

ATTEST OR COUNTERSIGNEX
BY s/ R.G. Mason
Assistant Secretary R.G. MASON

WITNESSED BY:
s/ L.D. LEWIS

s/ K.R. RUNNFELDT

APPENDIX 1

Real Estate situated at Berlin, Green Lake County, Wisconsin, which real estate is more particularly described as follows, to-wit:
All of Lots 1, 2, 3, 4, 5, and 6 in Block 25 in the Original Plat of Strongville, now City of Berlin.

* * * * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregiong General Mortgage Release No. 948/

HARRIS TRUST AND SAVINGS BANK,
as Trustee
By s/ J.L. Spreng
Vice President J.L. SPRENG

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 24th day of May, A.D. 1974, J.L. SPRENG a Vice President, and R.G. MASON, an Assistnat Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

s/ J.M..MOENNICH
Notary Public in and for the State of Illinois, County of Cook
My Commission Expires September 2, 1975

STATE OF WISCONSIN) ss.
Department of State)
Received this 24th day of
May A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
52 of RRM
on page 308 & 309
s/ Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, etc. on Pages 369 to 424, inclusive, as supplemented and amended,

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to BUNGE CORPORATION, a New York Corporation - - - - - - - - - - - - - - - - - - -

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the City of Superior, County of Douglas, and the State of Wisconsin

and described as follows, to wit:

PARCEL "A"

All that portion of "water", and "land under water", as described in that certain Warranty Deed dated August 13, 1903, between the Consolidated Land Company and the Chicago, St. Paul, Minneapolis and Omaha Railway Company, filed for record in the Register of Deeds office of Douglas County, Wisconsin, on August 19, 1903, in Book 87 of Deeds on Page 200.

ALSO:

All of Block 49 on East Huron Street and all of Block 50 on East Michigan Street, in the Townsite of Superior.

PARCEL "B"

All that portion of "water" and "land under water" as described in that certain Quit Claim Deed dated October 21, 1893, between the Superior Consolidated Land Company and the Chicago, St. Paul, Minneapolis and Omaha Railway Company, filed for record in the Register of Deeds office of Douglas County, Wisconsin, on November 1, 1893, in Book 48 of Deeds on Pages 537 to 541, inclusive.

EXCEPTING THEREFROM the following: Commencing at the intersection of the Southeasterly line of Wise Avenue (now 42nd Avenue East), and the Westerly line of said above described tract of land described by deed dated October 21, 1893; thence Northerly along said Westerly line a distance of 510.3 feet to the South line of Crib "J" of the dock of said Chicago, St. Paul, Minneapolis and Omaha Railway Company, for the point of beginning of the parcel of land herein described; thence Northerly along the West line of said dock a distance of 816. 2 feet; thence Easterly at right angles to the last described course of 87 feet; thence Southerly at right angles to the last described course a distance of 29 feet; thence Easterly at right angles to the last described course a distance of 13 feet; thence Southerly at right angles to the last described course a distance of 200 feet; thence Easterly at right to the last described course a distance of 30.4 feet; thence Southerly at right angles to the last described course a distance of 326.2 feet; thence Southwesterly along a straight line a distance 270.3 feet to a point distant 60 feet "due East" from the point of beginning; thence Westerly to the point of beginning.

PARCEL "C"

That part of Block 44 on East Huron Street lying Westerly of the West line of a tract of land described in that certain Quit Claim Deed dated October 21, 1893, between the Superior Consolidated Land Company and the Chicago, St. Paul, Minneapolis and Omaha Railway Company, filed for record in the Register of Deeds office of Douglas County, Wisconsin, on November 1, 1893, in Book 48 of Deeds on Pages 537 to 541, inclusive.

PARCEL "D"

All of Blocks 45 and 47 on East Huron Street, and all of Block 48 on East Michigan Street, in the Townsite of Superior.

ALSO:

That part of Block 43 on East Huron Street and of Block 46 on East Michigan Street, and of Hatch Avenue (now 43rd Avenue East) lying Southwesterly of the Southwesterly line of East Huron Street, all lying Easterly of the following described line: Beginning at a point on the Northeasterly line of said Block 43; distant 63 feet Northwesterly from the most Easterly corner thereof; thence Southerly along a straight line to a point on the Northwesterly line of said Block 46, distant 20 feet Southwesterly from the most Northerly corner thereof; thence Southerly along a straight line to a point on the Southwesterly lineof said Block 46, distant 124 feet Southeasterly from the most Westerly corner thereof, and there terminating.

PARCEL "E"

Those parts of Block 48 on East Bay Street and Block 47 on East Michigan Street, in the Townsite of Superior, lying Easterly of the following described line: Beginning at a point on the Northeasterly line of said Block 47, distant 165 feet Northwesterly from the most Easterly corner thereof; thence Southerly along a straight line to a point on the Southwesterly line of said Block 47, distant 55 feet Northwesterly from the most Southerly corner thereof; thence Southerly along a straight line to a point on the Southeasterly line of said Block 48, distant 62 feet Southwesterly from the most Easterly corner thereof, and there terminating.

PARCEL "F"

All of Block 49 on East Michigan Street and all of Block 50 on East Bay Street, in the Townsite of Superior.

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to BUNGE CORPORATION, a New York Corporation - - - - - - - - - - - - - - -

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continunity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary of expedient to retain the same for the operation, mainternance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacruters Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice Preaident and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 21st day of February, 1975.

MANUFACTURERS HANOVER TRUST COMPANY

ATTEST:
s/
ITS ASSISTANT TRUST OFFICER

By s/
ITS ASSISTANT VICE PRESIDENT

Signed, Sealed and Delivered in
Presence of:

s/ W. F. Tobin W.F. TOBIN

s/ T. C. Knight T.C. KNIGHT

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, J. Leslie Daniels, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that L.M. Masterson and John Generale, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknolwdged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Diredtors of said, Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 21st day of February A.D. Nineteen and Seventy-Five.

My Commission Expires: March 30, 1976

s/ J. Leslie Daniels
J. Leslie Daniels Notary Public
State of New York

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN) ss.
Department of State)
Received this 27th day of
May A. D. 19 75
o'clock A M. and recorded in Vol.
52 of RRM
on page 309 & 310
s/ Douglas LaFollette
Secretary of State

This Indenture, Made by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Corporation duly organized by virtue of the laws of the State of Wisconsin, grantor, hereby conveys to the State of Wisconsin, Department of Transportation, Division of Highways grantee, for the sum of two hundred fifty and no/100 ($250.00) Dollars. An easement for highway purposes, as long as so used, including the right to preserve, protect, and remove any vegetation existing on said lands and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in Racine County, State of Wisconsin, described as:

That part of the lands owned by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in the northwest one-quarter of Section 24, Township 3 North, Range 22 East, lying 60.00 feet westerly and 60.00 feet easterly of, as measured normal to, the following described reference line of S.T.H.31;

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said southwest one-quarter; thence North 11° 30' 49" East 989.94 feet; thence North 11°49' 57" East 607.62 feet to a point of curve; thence northeasterly along the arc of a 0° 21' curve to the right, (whose radius is 16,370.22 feet and whose long chord bears North 15°45'36" East 2242.22 feet) 2244.27 feet to a point of tangency, said point being South 89°09'45" East 938.63 feet, North 11°49'57" East 27.50 feet and North 19°41'15" East 1123.90 feet of the southwest corner of the northwest one-quarter of said Sction 24, as measured along and from the south line of said northwest one-quarter.

The above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns, and is subject to any and all public or private utilities now located on the above described real estate. Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair, and renew such of its facilities as are now or such additional facilities as in the future may be located over, upon or across the real estate above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09 Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by E.J.Stoll, its Vice President, and countersigned by J.T.Taussig, its Secretary, at Chicago, Illinois, and its corporate seal to be hereunto affixed, this 2nd day of June, A.D., 1975.

Signed and Sealed in Presence of

s/ J.M. Rekar
J.M. REKAR

s/ D.L. Stengl
D.L.STENGL

Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Corporate Name

s/ E.J. Stoll
E.J. STOLL President

Countersigned:

s/ J.T. Taussig
J.T.TAUSSIG Secretary

STATE OF ILLINOIS)
COOK COUNTY)

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of July A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 311
s/ Douglas La Follette
Secretary of State

Personally came before me, this 2nd day of June, A.D., 1975, E.J. Stoll, Vice President, and J.T. Taussig, Secretary of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

s/ Raymond H. Keegan, Jr.
Raymond H. Keegan, Jr. Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1975

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly redorded in the Office of the Secretary of State, in Book 39 of R.R. Mortgages, at page 15,et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuavle consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Omro in the County of Winnebago, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said Forst Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Second Vice Predidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 26th day of June, A.D., 1975.

ATTEST OR COUNTERSIGNED:
BY s/ Denis R. Hart
DENIS R. HART TRUST OFFICER

WITNESSED BY:
s/ J.M. Rose J.M. ROSE

s/ Charles W. Vande Ven
CHARLES W. VANDE VEN

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trusee as aforesaid

BY s/ M.J. Kruger
M.J. KRUGER SECOND VICE PRESEDENT

APPENDIX 1

Real Estate situated ot Omro, Winnebago County, Wisconsin, which real estate is more particularly described as follows, to-wit:

All of Lots 17, 18, 19,and 20 in the Western Addition to the Village, now City, of Omro, County and State aforesaid.

ALSO

All of Outlots 1 and 2 in N.B. Blackmer's First Addition to said Village, now City of Omro.

ALSO

A 74.25 foot wide strip of land in Government Lots 1 and 2, Section 18, Township 18 North, Range 15 East, County and State aforesaid, more fully described as follows:

That part of the East 41.25 feet of said Government Lot 2, and that part of the West 33 feet of said Government Lot 1,lying between the south bank of the Fox River and center line of West Huron Street as platted in said City of Omro.

Containing, in the aggregate, 2.34 acres of land, more or less.

* * * * * * * * * * *

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and RESERVING unto the Trustee the lien of the First Mortgage upon the right reserved by the Company to enter upon said property for the purpose of extracting and removing such oil, gas and minerals as there may be upon said property.

* * * * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 1050.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By s/ M.J. Kruger
M.J. KRUGER SECOND VICE PRESIDENT

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 26th day of June, A.D. 1975 M.J. Kruger, a Second Vice President, and Denis R. Hart, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of July A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 311 & 312
s/ Douglas La Follette
Secretary of State

s/ T.K. Kehoe
Notary Public in and for the
State of Illinois, County of Cook

My Commission expires Nov. 16, 1977

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Omro, in the County of Winnebago, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien therof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 1st day of July, A.D. 1975.

ATTEST OR COUNTERSIGNED:

By s/ J.A. Krueger
J.A. KRUEGER ASSISTANT SECRETARY

WITNESSED BY:
s/ K.R. Runnfeldt
K.R. RUNNFELDT

s/ Ken Penn
KEN PENN

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By s/ J.L. Spreng
J.L. SPRENG VICE PRESIDENT

APPENDIX 1

Real Estate situated at Omro, Winnebago County, Wisconsin, which real estate is more particularly described as follows, to-wit:

All of Lots 17, 18, 19 and 20 in the Western Addition to the Village, now City of Omro, County and State aforesaid.

ALSO

All of Outlots 1 and 2 in N.B. Blackmer's First Addition to said Village, nowCity of Omro.

ALSO

A 74.25 foot wide strip of land in Government Lots 1 and 2, Section 18, Township 18 North, Range 15 East, County and State aforesaid, more fully described as follows:

That part of the East 41.25 feet of said Government Lot 2, and that part of the West 33 feet of said Government Lot 1, lying between the south bank of the Fox River and center line of West Huron Street as platted in said City of Omro.

Containing, in the aggergate, 2.34 acres of land, more or less.

* * * *** * * *

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and, RESERVING unto the Trustee the lien of the General Mortgage upon the right reserved by the Company to enter upon said property for the purpose of extracting and removing such oil, gas and minerals as there may be upon said property.

* * * *** * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 1050.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By s/ J.L. Spreng
J.L. SPRENG VICE PRESIDENT

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 1st day of July, A.D. 1975, J.L. Spreng a Vice President, and J.E. Krueger an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregiong instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

s/ J.M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My Commission expires Sept. 2, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of July A. D. 1975 at 10 o'clock A M. and recorded in Vol. 50 of R R M. on page 312 & 313
s/ Douglas LaFollette
Secretary of State

SOO LINE RAILROAD COMPANY
UCC-3 FINANCING STATEMENT

In Osceola, Polk County, Wisconsin, described as follows:

A part of Soo Line Railroad Company's right of way and station grounds, described as: The East 55 feet of Station Lot 18, all of Station Lot 20 and the West 35 feet of Station Lot 22, all located in the Northwest Quarter of the Southwest Quarter, Section 27, Township 33 North, Range 19, West.

STATE OF WISCONSIN } ss.
Department of State
Received this 4th day of August A. D. 1975 at 8 o'clock A M. and recorded in Vol. 50 of RRM on page 313
s/ Douglas LaFollette
Secretary of State
Filing No. 7

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation having its principal offices at 516 West Jackson Boulevard, Chicago, Illinois 60606, Grantor, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($1,250.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby covey and QUITCALIM unto VILLAGE OF ARLINGTON, WISCONSIN, Grantee, free, however, from the liens of the First Mortgage and all supplements thereto and the General Mortgage and all supplements thereto of Chicago, Milwakee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in Office of The Secretary of State, State of Wisconsin, this conveyance free from said liens being permitted by Article XI, Section 2 of each of said mortgages, the following described real estate situated and being in Columbia County, Wisconsin, to-wit:

A parcel of land in the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section 13, Town 10 North, Range 9 East, Village of Arlington, Columbia County, Wisconsin, more fully described as follows:

All that part of the lands of Chicago, Milwaukee, St. Paul and Pacific Railroad Company lying between Centerline"C" to be described and a line lying 33.00 feet northeasterly of and parallel to Centerline "C" to be described.

Centerline "C" is described as follows: Commencing at the southeast corner of Lot 15, Assesor's Plat Number 2, of the Village of Arlington, Wisconsin; thence S 18°31' E along the easterly line of said Lot 15 extended southeasterly, 11.12 feet to the point of beginning of Centerline "C" to be described; thence N 18°31' W, along the easterly line of said Lot 15 extended southeasterly and the easterly line of said Lot 15, which is the westerly line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's property, and the easterly line of said Lot 15 extended northwesterly, 199.13 feet to a point of curve; thence northwesterly on a curve to the left, radius 180.24 feet, 110.00 feet and the end of Centerline "C", containing 0.21 acres, more or less.

This conveyance is made with the express understanding that Granteewill use said parcel of land for street and municipal utility purposes only which would be installed and thereafter maintained at Grantee's expense. If Grantee discontinues to use said parcel of land for both of said purposes, then said parcel of land shall revert to Grantor.

This conveyance is subject to all existing rights of way and easements, whether or not of record, and to all encumberances, exceptions and reservations of record, and the Grantor reserves to itself, its successors and assigns, all minerals of any nature whatsoever including, but not exclusively, coal, iron, natural gas and oil, which may be in or upon said described lands, together with the sole, exclusive and perpetual right to explore for and dispose of said minerals by any means or methods suitable to the Grantor , its successors and assigns, but without entering upon or using the surface of said lands and in such manner as not to damage the surface of said lands or to interfere with the ust thereof by the Grantee, its successors or assigns.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this August 5,1975.

In presence of:

s/ Dolores J. Winterlin
D.J. WINTERLIN Witness

s/ J.E. Kot
J.E. KOT Witness

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

s/ W.L. Smith
W.L. SMITH President

Countersigned:

By: s/ G.G.Grudnowski
G.G. GRUDNOWSKI Ass. Secretary

This conveyance is exempt from Wisconsin Real Estate Transfer Tax under Sec. 77.25(2).

THIS DOCUMENT WAS PREPARED BY MR. R.H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this August 5, 1975, W. L. Smith, President and G.G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be suchPresident and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

s/ Raymond H. Keegan, Jr.
RAYMOND H. KEEGAN, JR.
Notary Public, Cook County, Ill.
My commission expires Nov. 30, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 2nd day of September A. D. 1975 at 8 o'clock A M. and recorded in Vol. 50 of RRM on page 314
s/ Douglas LaFollette
Secretary of State

FIRST MORTGAGE RELEASE NO.1059

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organiazed under the laws of the State of Wisconsin (hereinafter sometimes colled the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5th, 1945, duly recorded in the Office of the Secretary of State, State of Wisconsin, in Book 39 et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee amy now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Spring Green in the County of Sauk, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said Frist Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 13th day of August, A.D. 1975.

ATTEST OR COUNTERSIGNED:
BY s/ Denis R. Hart
DENIS R. HART TRUST OFFICER

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

WITNESSED BY:
s/ J.J. Powell J.J. POWELL
s/ R.S. Donovan R.S. DONOVAN

BY s/ M.J. Kruger
SECOND VICE PRESIDENT M.J. KRUGER

APPENDIX 1

Real Estate situated at Spr ng Green, Sauk County, Wisconsin, which real estate is more particularly described as follows, to-wit:

Lot 1 of Certified Survey dated May 9, 1975, located in part of the SE¼ SW¼ Section 7, Township 8 North, Range 4 East, Village of Spring Green, Sauk County, Wisconsin, bounded and described as follows:

Beginning at the northwest corner of Block 23 of the Original Plat of Spring Green; thence N 0°41'E, 74.80 feet along the east line of Worchester Street to a point which is 10 feet south of the center line of the spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence S 89°57'E, 21.66 feet parallel to a point which is 50 feet southwesterly of the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company main line track; thence S 84°26'E, 281.07 feet parallel to said main line track to the west line of Albany Street; thence S 0°38'W, 47.53 feet along the west line of Albany Street to the north line of said Block 23; thence West 301.77 feet along the north line of said Block 23 to the point of beginning.

Said parcel contains 18,750 square feet of land.

EXCEPTING, however, any trackage upon said property and reserving to the Chicago, Milwaukee, St. Paul and Pacific Railroad Company the right to remove said trackage.

EXCEPTING, however, the oil, gas minerals and mineral rights pertaining to the above-described property and, reserving unto the Trustee the lien of the First Mortgage upon the right reserved by the Railroad Company to enter upon said property for the purpose of extracting and removing such oil and minerals as there may be upon said property.

The foregoing Appendix 1 consisting of one (1) page is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 1059.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By s/ M.J. Kruger
SECOND VICE PRESIDENT M.J. KRUGER

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
)SS
COUNTY OF C O O K)

Personally came before me this 13th day of August, A.D. 1975, M.J. Kruger, a Second Vice President, and Denis R. Hart, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of September A. D. 19 75 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 314 & 315
s/ Douglas La Follette
Secretary of State

s/ T.K. Kehoe T.K. KEHOE
Notary Public in and for the State of Illinois, County of Cook.

My Commission expires November 16, 1977

(GENERAL MORTGAGE RELEASE NO. 1059)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was on December 5th, 1945, duly recorded in the office of Secretary of State, State of Wisconsin in Book 39, of R.R. Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Spring Green, in the County of Sauk, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 18th day of August, A.D. 1975.

ATTEST OR COUNTERSIGNED:
By s/ R.G. Mason
R.G. MASON ASSISTANT SECRETARY

HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid,
By s/ J.L. Spreng
J.L. SPRENG VICE PRESIDENT

WITNESSED BY:
s/ L.D. Lewis L.D. LEWIS
s/ K.R. Runnfeldt K.R. RUNNFELDT

APPENDIX 1

Real Estate situated at Spring Green, Sauk County, Wisconsin , which real estate is more particularly described as follows, to-wit:

Lot 1 of Certified Survey dated May 9, 1975 located in part of the SE¼ SW¼ Section 7, Township 8 North, Range 4 East, Village of Spring Green, Sauk County, Wisconsin, bounded and described as follows:
Beginning at the northwest corner of Block 23 of the Original Plat of Spring Green; thence N 0°41'E, 74.80 feet along the east line of Worchester Street to a point which is 10 feet south of the center line of the spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence S89°57'E, 21.66 feet parallel to said spur track to a point which is 50 feet southwesterly of the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company main line track; thence S 84°26'E, 281.07 feet parallel to said main line track to the west line of Albany Street; thence S 0°38'W, 47.53 feet along the west line of Albany Street to the north line of said Block 23; thence West 301.77 feet along the north line of said Block 23 to the point of beginning.

Said parcel contains 18,750 square feet of land.

EXCEPTING, however, any trackage upon said property and reserving to the Chicago, Milwaukee, St. Paul and Pacific Railroad Company the right to remove said trackage.

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and, reserving unto the Trustee the lien of the General Mortgage upon the right reserved by the Railroad Company to enter upon said property for the purpose of extracting and removing such oil and minerals as there may be upon said property.

The foregoing Appendix 1 consisting of one (1) page is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 1059.

HARRIS TRUST AND SAVINGS BANK, as Trustee
By s/ J.L. Spreng
J.L. SPRENG VICE PRESIDENT

APPENDIX 1

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
)SS
COUNTY OF C O O K)

Personally came before me this 18th day of August, A.D. 1975, J.L. Spreng a Vice President, and R.G. Mason an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the state of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of September A. D. 19 75 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 315 & 316
s/ Douglas La Follette
Secretary of State

s/ J.M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My Commission Expires September 2, 1975

DEED No. 79258

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of ONE HUNDRED THIRTY FOUR THOUSAND SIX HUNDRED NINTEY SIX AND NO/100 DOLLARS ($134,696.00), conveys and quitclaims to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation of 231 West Michigan St., Milwaukee, Wisconsin GRANTEE, all right, title and interest in the following described real estate situated in the County of Jefferson, and the State of Wisconsin, to wit:

In Township 5 North, Range 13 East of the Fourth Principal Meridian:

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 25, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of the Chicago, St. Paul and Fond du Lac Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 25, and lying Northeasterly of a line drawn at right angles to said original main track center line at a point thereon distant 1,373.7 feet Southwesterly from its intersection with the East line of said Section 25.

In Township 5 North, Range 14 East of the Fourth Principal Meridian:

A strip of land 100 feet in width extending over and across the East Half of the Southeast Quarter of Section 8: the Northeast Quarter, the East Half of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, of Section 17; the Southeast Quarter of the Northeast Quarter, the South Half of the Southwest Fractional Quarter, and the Southeast Quarter, of Section 19; the Northwest Quarter of Section 20, the Northwest Fractional Quarter, and the North Half of the Southwest Fractional Quarter, of Section 30, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of the Chicago St. Paul and Fond du Lac Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 8, 17, 19, 20 and 30.

ALSO: A strip of land 100 feet in width extending over and across part of the West Half of the Southwest Quarter of Section 9, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of said Transportation Company, as originally located and established over and across said Section 9, and lying Southwesterly of a line drawn at right angles to said original main track center line at a point thereon distant 564 feet Northeasterly from its intersection with the West line of said Section 9.

It being the intent hereof to convey all that portion of Grantor's existing right of way in the above described Township and Ranges between Mile Post 106.30 at the south end and Mile Post 110 (Station No. 5783+24) at the north end.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacment thereof.

Further reserving unto the Grantor, for itself, its emplyees, agents, contractors, successors and assigns, the right to enter upon said real estate until December 31, 1975, for the purpose of removing railroad tracks and other appurtenances from Grantor's adjoining real estate.

DATED this 26th day of June, 1975.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION CO.

s/ M.F. Chatterton
M.F. CHATTERTON

By s/ Robert W. Mickey
ROBERT W. MICKEY, ASSISTANT VICE PRES.

s/ Loretta Lisowski
LORETTA LISOWSKI

Attest s/ Bernard J. Allen
BERNARD J. ALLEN ASSISTANT SECRETARY

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois.

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Marilyn J. Klein, a Notary Public duly commission ed and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Bernard J. Allen, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 26th of June, 1975.

s/ Marilyn J. Klein
Notary Public, in and for the County of Cook, in the State of Illinois.

My Commission Expires: June 17, 1978

STATE OF WISCONSIN } ss.
Department of State }
Received this 3rd day of Oct. A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 316 & 317
s/ Douglas La Follette
Secretary of State

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (Hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended..

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, CONVEY, and QUITCLAIM unto WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation - - - - - - - - - - - - - - - all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage

and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Jefferson, and the State of Wisconsin - - - - - - - - - - - - - - - - -

and described as follows, to wit:

In Township 5 North, Range 13 East of the Fourth Principal Meridian:

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 25, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of the Chicago St. Paul and Fond du Lac Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 25, and lying Northeasterly of a line drawn at right angles to said original main track center line at a point theron distant 1,373.7 feet Southwesterly from its intersection with the East line of said Section 25.

In Township 5 North, Range 14 East of the Fourth Principal Meridian:

A strip of land 100 feet in width extending over and across the East Half of the Southeast Quarter of Section 8; the Northeast Quarter, the East Half of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, of Section 17, the Southeast Quarter of the Northeast Quarter, the South Half of the Southwest Fractional Quarter, and the Southeast Quarter, of Section 19; the Northwest Quarter of Section 20, the Northwest Fractional Quarter, and the North Half of the Southwest Fractional Quarter, of Section 30, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of the Chicago St. Paul and Fond du Lac Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally licated and established over and across said Sections 8, 17, 19, 20 and 30.

ALSO: A strip of land 100 feet in width extending over and across part of the West Half of the Southwest Quarter of Section 9, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of said Transportation Company, as originally located and established over and across said Section 9, and lying Southwesterly of a line drawn at right angles to said original main track center line at a point theron distant 564 feet Northeasterly from its intersection with the West line of said Section 9.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 7th day of August, A.D., Nineteen Hundred and Seventy-Five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

ATTEST:
s/ T.F. Grove
T.F. GROVE ASSISTANT SECRETARY

By s/ J.R. Grimes
J.R. GRIMES vice president

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:
s/ T. OLSON T. Olson
s/ R.E. SCHUTEN R.E. Schuten

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Kurt Breuer a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J.R. Grimes and T. F. Grove to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J.R. Grimes resides in Chicago, Illinois and that T.F. Grove resides in Geneva, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therin set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 7th day of August, A.D., Nineteen Hundred and Seventy-Five.

s/ Kurt Breuer
Kurt Breuer NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: Jan. 30, 1977

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State }
Received this 3rd day of Oct. A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 317 & 318
s/ Douglas La Follette
Secretary of State

(FIRST MORTGAGE RELEASE NO. 1064-A)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of R.R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the the receipt whereof is hereby ackonwledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Beloit in the County of Rock, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 28th day of August, A.D. 1975.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid

ATTESTED OR COUNTERSIGNED:

By s/ Denis R. Hart
DENIS R. HART TRUST OFFICER

By s/ Donald W. Alfvin
DONALD W. ALFVIN VICE PRESIDENT

WITNESSED BY"

s/ J.J. Powell J.J. POWELL
s/ E.D. Butler E.D. BUTLER

-APPENDIX 1-

Real Estate situated at Beloit, Rock County, Wisconsin, which real estate is more particularly described as follows, to-wit:

Part of the SW¼ of Section 35, Township 1 North, Range 12 East of the Fourth Principal Meridian; also part of Lots 111, 112, 115, 116, 117 and 118, and all of Lots 113 and 114 of Goodhues Subdivision of Blocks in Beloit, Rock County, Wisconsin, described as follows:
Beginning at a point on the south line of Section 35, Township 1 North, Range 12 East of the Fourth Principal Meridian, said point being 331.00 feet South 89°29'15" East of the northwest corner of Section 5, Township 46 North, Range 2 East of the Third Principal Meridian; thence North 0°19'48" West 99.71 feet to the south line of Shirland Avenue; thence South 89°29'15" East along said line 160.86 feet to a point of curve in the westerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; said point being 25.0 feet perpendicularly northwesterly of the center of the said Railroads main track; thence southwesterly along a curve convexed northwesterly 139.80 feet, with a radius 810.90 feet, the chord being South 44°56'43" West 139.62 feet to a point in the Illinois-Wisconsin state line, said curve being parallel to and 25.0 feet perpendicularly northwesterly of said main track; thence North 89°29'15" West along said line 61.65 feet to the place of beginning. Containing 10,811.94 square feet.

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 1064-A.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Trustee

By s/ Donald W. Alfvin
DONALD W. ALFVIN VICE PRESIDENT

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 28th day of August, A.D. 1975, Donald W. Alfvin, a Vice President, and Denis R. Hart, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

s/ T. K. Kehoe T.K. KEHOE
Notary Public in and for the State of Illinois, County of Cook

My Commission Expires November 10, 1977

STATE OF WISCONSIN } ss.
Department of State }
Received this 6th day of October A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 319
s/ Douglas La Follette
Secretary of State

(GENERAL MORTGAGE RELEADE NO. 1064-A)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Beloit, in the County of Rock, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part of.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 29th day of August, A.D. 1975.

ATTEST OR COUNTERSIGNED:
BY s/ R.S. Stam
R.S. STAM ASSISTANT SECRETARY

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,
By s/ H.A. Solusberg
H.A. SOLUSBERG VICE PRESIDENT

WITNESSED BY:
s/ K.R. Runnfeldt K.R. RUNNFELDT
s/ L.D. Lewis L.D. LEWIS

APPENIX 1

Real Estate situated at Beloit, Rock County, Wisconsin, which real estate is more particularly described as follows, to-wit:

Part of the SW¼ of the SE¼ of Section 35, Township 1 North, Range 12 East of the Fourth Principal Meridian; also part of Lots 111, 112, 115, 116, 117 and 118, and all of Lots 113 and 114 of Goodhues Subdivision of Blocks in Beloit, Rock County, Wisconsin, Described as follows:
Beginning at a point on the south line of Section 35, Township 1 North, Range 12 East of the Fourth Principal Meridian, said point being 331.00 feet South 89°29'15" East of the northwest corner of Section 5, Township 46 North, Range 2 East of the Third Principal Meridian; thence North 0°19'48" West 99.71 feet to the south line of Shirland Avenue; thence South 89°29'15" East along said line 160.86 feet to a point of curve in the westerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; said po9nt being 25.0 feet perpendicularly northwesterly of the center of the said Railroad's main track; thence southwesterly along a curve convexed northwesterly 139.80 feet, with a radius 810.90 feet, the chord being South 44°56'43" West 139.62 feet to a point in the Illinois-Wisconsin state line, said curve being parallel to and 25.0 feet perpendicularly northwesterly of said main track; thence North 89°29'15" West along said line 61.65 feet to the place of beginning. Containing 10,811.94 square feet.

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 1064-A.

HARRIS TRUST AND SAVINGS BANK,
as Trustee
By s/ H.A. Solusberg
H.A. SOLUSBERG VICE PRESIDENT

APPENDIX 1

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 29th day of August, A.D. 1975, H.A. Solusberg a Vice President, and R.S. Stam an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

s/ J.M. Moennich
Notary Public in and for the State of Illinois
County of Cook.

My Commission expires September 2, 1975

STATE OF WISCONSIN } ss.
Department of State }
Received this 6th day of October A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 320
s/ Douglas La Follette
Secretary of State

THIS INDENTURE made this 23rd day of September, 1975, by and among BANKERS TRUST COMPANY (successor to the Merchantile Trust Company), a corporation organized under the laws of the State of New York, as trustee, party of the first part, FIRST NATIONAL CITY BANK (successor by merger to First National City Trust Company), a national banking association, as trustee, party of the second part, and BURLINGTON NORTHERN INC. (successor by merger to Northern Pacific Railway Company), a corporation organized under the laws of the State of Delaware, party of the third part, WITNESSETH:

WHEREAS, the property described in Exhibit "A" attached hereto and by this reference made a part hereof is subject to the lien of those certain mortgages made by the Northern Pacific Railway Company, as follows:

1. To The Mercantile Trust Company, Trustee, dated November 10, 1896, of which mortgages Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.

2. To The Farmers' Loan and Trust Company, Trustee, dated November 10, 1896, of which mortgage First National City Bank, party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company. On June 28, 1929, The Farmers' Loan and Trust Company, a New York corporation, became known as City Bank Farmers Trust Company, and at the close of business on January 30, 1959, said corporation was converted into a national banking association under the title "First National City Trust Company". Said First National City Trust Company as of the Close of business on January 15, 1963, was merged with First National City Bank, a national banking association.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as a real estate mortgage, as follows:

Mortgage	Book	Page
Prior Lien	11 R.R. Mtgs. & Trust Deeds	87-166 incl.
General Lien	11 R.R. Mtgs. & Trust Deeds	167-240 incl.

WHEREAS, by two Indentures, both dated March 2, 1970, one supplemental to said Prior Lien Mortgage and the other supplemental to said General Lien Mortgage, Burlington Northern, Inc. has assumed and agreed to be bound by all the covenants and conditions of the said mortgages therein agreed to be kept and performed by Northern Pacific Railway Company and has succeeded to and been substituted for Northern Pacific Railway Company in said mortgages, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provisions of said two mortgages has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part, and First National City Bank, Trustee of said General Lien Mortgage, party of the second part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, do hereby forever release and discharge from the lien of said mortgages, and all supplements thereto, respectively, all of their respective rights, title and interest, as such trustees, in and to the property situate in the City of Superior, County of Douglas and State of Wisconsin, more fully described in said Exhibit "A" hereto attached.

TO HAVE AND TO HOLD said property unto said party of the third part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit "A" are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter of diminish the liens or encumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released. This release is executed by said mortgage trustees without covenant or warranty, either expressed or implied, and shall be without recourse against such trustees or any of them in any event whatsoever.

IN WITNESS WHEREOF, said mortgage trustees have caused this indenture to be signed and acknowledged or approved by their respective presidents, vice presidents, assistant vice presidents, or trust officers, and have caused their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective assistant vice presidents, secretaries or assistant secretaries, or assistant cashiers, all as of the day and year first above written.

Signed, sealed and delivered on behalf of Bankers Trust Company, as Trustee, in presence of:

s/ L.M. Buchheit L.M. BUCHHEIT

s/ Jiri Mladek JIRI MLADEK

BANKERS TRUST COMPANY, as Trustee,

By s/ T.J. Moskie T.J. MOSKIE
ASSISTANT VICE PRESIDENT

ATTEST:

s/ J.G. Caden J.G. CADEN
ASSISTANT SECRETARY

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

s/

s/ Carmelina Mills

FIRST NATIONAL CITY BANK, as Trustee

By s/ E.J. Jaworski E.J. JAWORSKI
TRUST OFFICER

ATTEST:

s/ George Gregor GEORGE GREGOR
ASSISTANT CASHIER

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS.
CITY OF NEW YORK.)

On this 23rd day of September, in the year 1975, before me, Phyllis Bucchieri, a notary public, personally appeared T.J. Moskie, to me known to be a Assistant Vice President of Bankers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 23rd day of September, 1975.

Phyllis Bucchieri
Notary Public
City, County and State of New York
My commission expires March 30, 1977

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS.
CITY OF NEW YORK.)

On this 26th day of September, in the year 1975, before me, Enzo L. Carbocci, a notary public personally appeared E.J. Jaworski, to me known to be a Trust Officer of First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that shid instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 26th day of September, 1975.

s/ Enzo L. Carbocci
Notary Public
City, County and State of New York
My Commission expires March 30, 1976

Superior, Wisconsin. Sale of former N.P. land to The C. Reiss Coal Company.

Exhibit "A"

A tract of land lying in Sections 10 and 15, Township 49 North, Range 14 West, Fourth Principal Meridian, beginning at a point 620 feet East of a point on the line between Sections 15 and 16 which point is 450 feet North of the Southwest corner of the Northwest Quarter (NW¼) of Section 15; thence running North parallel to the West line of said Section 15, 4558 feet to a point on the established dock line for the South side of St. Louis Bay; thence North 61°15' East 537 feet along said dock line to the Northwest corner of the tract of land owned by the Lehigh Dock Company; thence South 4810.6 feet; thence West 497.75 feet to the place of beginning, lying northerly of the hereinafter described line, also,

Commencing at the southwest corner of the Northwest Quarter (NW¼) of Section Fifteen (15), said Township and Range; thence northerly four hundred and fifty (450) feet along the west line of said Section Fifteen (15); thence easterly on a line parallel with the east and west center line of said Section Fifteen (15), six hundred twenty (620) feet; thence north parallel to the west line of said Section Fifteen (15) to a point in the north line of said Section Fifteen (15); thence along the north line of said Section Fifteen (15) a distance of four hundred eighty-six and fifty hundredths (486.50) feet, more or less, to a point which is the southwest corner of the parcel of land first described in that certain deed from Northwestern-Hanna Fuel Company to the City of Superior dated July 1, 1955, and recorded in Book 244 of Deeds, page 342, in the office of the Register of Deeds for Douglas County, Wisconsin; thence due north to a point in the United States Government Harbor Line of St. Louis Bay as now established (which line is the westerly boundary line of the parcel of land first described in said deed from Northwestern-Hanna Fuel Company to the City of Superior dated July 1, 1955); thence southwesterly along said Harbor Line to a point in a line parallel with and distant forty (40) feet westerly measured at right angles from said due north line, which point is the true point of beginning of the land herein described; thence due south along said last described parallel line to a point in a line parallel with and distant five hundred fifty (550) feet northerly, measured at right angles, from the north line of said Section Fifteen (15); thence westerly along last mentioned parallel line to a point in a line parallel with and distant one hundred (100) feet westerly, measured at right angles, from said due south line; thence due north along last mentioned parallel line to a point in said United States Government Harbor Line; thence northeasterly along said Harbor Line to the true point of beginning.

Excepting and excluding therefrom the following described tract of land:

Commencing at the southwest corner of the Northwest Quarter (NW¼) of said Section Fifteen (15); thence northerly four hundred and fifty (450) feet along the west line of said Section Fifteen (15); thence easterly on a line parallel with the east and west center line of said Section Fifteen (15), six hundred twenty (620) feet; thence north parallel to the west line of said Section Fifteen (15) to a point in the north line of said Section Fifteen (15); thence easterly along the north line of said Section Fifteen (15) a distance of four hundred eighty-six and fifty hundredths (486.50) feet more or less, to a point which is the southwest corner of the parcel of land first described in said deed from Northwestern-Hanna Fuel Company to the City of Superior, dated July 1, 1955, which point is the true point of beginning of the parcel herein described; thence due north to a point in the United States Government Harbor Line of St. Louis Bay as now established (which line is westerly boundary line of the parcel of land first described in said deed from Northwestern-Hanna Fuel Company to the City of Superior dated July 1, 1955); thence southwesterly along said Harbor Line to a point in a line parallel with and distant forty (40) feet west measured at right angles from said due north line; thence due south along said last described parallel line to a point in the north line of said Section Fifteen (15); thence continuing due south five hundred (500) feet; thence easterly on a line parallel with the north line of said Section Fifteen (15) to a point on a line parallel with and distant forty (40) feet easterly, measured at right angles from last described line; thence due north five hundred (500) feet to the true point of beginning.

Said hereinafter described line is described as follows:

Commencing at the East quarter corner of said Saction 16; thence East along the East-West center line of said Section 15 a distance of 1959.09 feet; thence North 00°17'36" East a distance of 450 feet; thence North 89°41'42" West a distance of 38.94 feet to the point of beginning of the line to be described; thence North 89°41'42" West a distance of 200 feet; thence North 11°20'36" West a distance of 495.27 feet; thence North 29°42'29" West a distance of 519.69 feet; thence North 64°44'15" West a distance of 556.97 feet; thence North 82°51'04" West a distance of 251.79 feet to the end of this description.

STATE OF WISCONSIN } ss.
Department of State }

Received this 9th day of October A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 520 of R.R.M on page 321 & 322

s/ Douglas LaFollette
Secretary of State

PARTIAL RELEASE

THIS INDENTURE made this 25th day of September, 1975, by and among FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or real estate described in Exhibit A, attached hereto, is subject to the lien of the General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (successor by merger to The First National Bank of the City of New York), Trustee, as supplemented, and

WHEREAS, said mortgage was filed for record in the office of the Secretary of State, State of Wisconsin, on May 12, 1921, in Vol. 21 RR Mtgs. on Page 93, and

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, was merged into and with Great Northern Pacific and Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture (No. 11), dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Great Northern Railway Company and has succeeded to and been substituted for Great Northern Railway Company in said mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said mortgage, has made application to the Trustee thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that First National City Bank, as Trustee of said General Gold Bond Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby forever release and discharge from the lien of said mortgage, and all supplements thereto, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of its right, title, interest, claim or demand whatsoever said First National City Bank may have acquired in, through, or by said Trust Mortgage, as such Trustee, in and to the property situate in the City of Superior, County of Douglas and State of Wisconsin, more fully described in said Exhibit A, hereto attached.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgage.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by First National City Bank as mortgage trustee. The reservations and exceptions, if any, set forth in said Exhibit A are intended to be for the benefit of First National City Bank as mortgage trustee as well as Burlington Northern Inc. and the lien of the aforesaid mortgage on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter, or diminish the lien or encumbrance of the aforesaid mortgage or any supplements thereto on any of the properties covered by it which are not hereby specifically released.

This release is made and accepted by First National City Bank as mortgage trustee without covenants or warranties, either expressed or implied in law or in equity, and shall be without recourse against First National City Bank as mortgage trustee in any event or in any contingency.

IN WITNESS WHEREOF, said corporate mortgage trustee has caused this indenture to be signed and acknowledged or approved by one of its trust officers, and has caused its corporate seal to be hereunto affixed, and the same to be attested by the signature of one of its assistant cashiers, all as of the day and year first above written.

Signed, sealed and delivered on behalf of
First National City Bank, as Trustee,
in presence of:

s/ John J. Byrnes JOHN J. BYRNES

s/ Mary P. Walsh MARY P. WALSH

FIRST NATIONAL CITY BANK, as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921.

By s/ E.J. Jaworski E.J. JAWORSKI
TRUST OFFICER

Attest: s/ George Gregor GEORGE GREGOR
ASSISTANT CASHIER

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 25th day of September, in the year 1975, before me, Enzo L. Carbocci, a notary public, personally appeared E.J. Jaweski to me known to be a Trust Officer of the First National City Bank, the corporation which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 25th day of September, 1975.

s/ Enzo L. Carbocci
Notary Pulic, City, County and State of New York.
My Commission expires: March 30, 1976

Superior, Wisconsin. Sale of former G.N. land to The C. Reiss Coal Company.

Exhibit "A"

All those portions of that part of the Northwest Quarter (NW¼) of Section 15 and of Lot 5, Section 10, both in Township 49 North, Range 14 West, Fourth Principal Meridian, described as:

Beginning at a point on the West line of said Northwest Quarter (NW¼) of said Section 15 distant 450 feet North from the Southwest corner of said Northwest Quarter NW¼); thence running North along said West line of said Northwest Quarter (NW¼) to the established dock line for the South shore of St. Louis Bay; thence in a Northeasterly direction along said established dock line to a point in said dock line where the same is intersected by a line drawn parallel with said first mentioned course and distant 620 feet East therefrom, running thence South to a point due East of and 620 feet distant from the point of beginning; thence West 620 feet to the point of beginning, which lie northerly of the hereinafter described line; also,

That part of the Northeast Quarter(NE¼) of Section 16, Township 49 North, Range 14 West, Fourth Principal Meridian, described as:

Beginning at a point on the East line of said Northeast Quarter (NE¼) and distant 450 feet North from the Southeast corner of said Northeast Quarter (NE¼), running thence North along the said East line of the said Northeast Quarter (NE¼) to the established dock line for the South shore of St. Louis Bay, running thence in a Southwesterly direction along said dock line to a point in said dock line where the same is intersected by a line drawn parallel with said first mentioned course and distant 180 feet West therefrom, running thence South to a point due West of and 180 feet distant from the point of beginning; thence East 180 feet to the point of beginning, which lies northerly of said hereinafter described line; also,

That part of the Northeast Quarter (NE¼) of said Section 16, described as:

Beginning at a point 180 feet West and 450 feet North of the Southeast corner of the said Northeast Quarter (NE¼) of said Section 16, said point being at the Southwest corner of a certain tract of land conveyed under date of April 26, 1887 by the Land & River Improvement Company unto the Lake Superior and Southwestern Railway Company; thence running North along the West line of said last mentioned tract to the established dock line for the South shore of St. Louis Bay; thence running in a Southwesterly direction along the said dock line to a point in said dock line where the same is intersected by a line drawn parallel with and West of said first mentioned line and distant 125 feet therefrom; thence running South to a point due West of and 125 feet distant from the point of beginning, which lies northerly of said hereinafter described line.

Said hereinafter described line is described as follows:

Commencing at the East quarter corner of said Section 16; thence East along the East-West center line of said Section 15 a distance of 1959.09 feet; thence North 00°17'36" East a distance of 450 feet; thence North 89°41'42" West a distance of 38.94 feet to the point of beginning of the line to be described; thence north 89°41'42" West a distance of 200 feet; thence North 11°20'36" West a distance of 495.27 feet; thence North 29°42'29" West a distance of 519.69 feet; thence North 64°44'15" West a distance of 251.79 feet; thence North 56°16'01" West a distance of 345.46 feet; thence North 79°24' 11.6" West a distance of 621.90 feet to the end of this description.

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of October A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 520 of RRM on page 323 & 324
s/ Douglas LaFollette
Secretary of State

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, is the Trustee under the Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, to Morgan Gurarantv Trust Company of New York and Jacob M. Ford II, Trustees, which Mortgage was filed for redord in the office of the Secretary of State of the State of Wisconsin as follows:

Date Filed or Recorded	Book	Page
March 2, 1970	49 Railraod Mortgages	331

NOW, THEREFORE, WITNESSETH:

That said Morgan Guaranty Trust Company of New York, as Trustee of said Consolidated Mortgage, in consideration of the sum of One Dollar ($1000) and other good and valuable consideration, the receipt whereof is hereby acknowledged, dows hereby forever release and discharge from the lien of said mortgage and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of the rights, title, interest, claim of demand whatsoever said Morgan Guaranty Trust Company of New York may have acquired in, through, or by said Consolidated Mortgage, as such Trustee, in and to the property fully described in Appendix "A", hereto attached.

Dated this 26th day of September, 1975.

ATTEST:

s/ W.W. Brewer W.W. BREWER
ASSISTANT SECRETARY

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By s/ R.E. Sparrow R.E. SPARROW
VICE PRESIDENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 26th day of September, 1975, before me, Frank Schlierf, a notary public, personally appeared R.E. Sparrow, to me known to be a Vice President of Morgan Guaranty Trust Company of New York, the corporation which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said R.E. Sparrow acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 26th day of September, 1975.

s/ Frank Schlierf
Notary Public, State of New York
Commission expires March 30, 1977

APPENDIX "A"

That part of Sections Ten (10), Fifteen (15) and Sixteen (16), Township Forty-nine, NOrth, Range Fourteen (14) West, in the City of Superior, Douglas County, State of Wisconsin, bounded and described as follows:

Commencing at the East quarter corner of said Section 16; thence Northerly along the section line common to said Sections 15 and 16 on a bearing of North 00°35'48" East, 450.0 feet; thence Westerly on a line parallel to the East and West quarter line of said Section 15 on a bearing of North 89°41'41.6" West, 305.0 feet; thence Northerly on a bearing of North 00°35'48" East, 1501.52 feet to the point of beginning; thence Northerly on a bearing of North 00°35'48" East, 2904.16 feet to the harbour line;

thence Northeasterly on a bearing of North 66°44'33" East, 2392.16 feet along the harbour line; thence Southerly on a bearing of North 00°13'25" East, 5361.90 feet; thence Westerly on a bearing of North 39°41'41.6" West, 200.0 feet; thence Northwesterly on a bearing of North 11°20'36" West, 495.27 feet; thence Northwesterly on a bearing of North 29°42'29" West, 519.69 feet; thence Northwesterly on a bearing of North 64°44'15" West, 556.97 feet; thecne Northwesterly on a bearing of North 82°51'04" West, 251.79 feet; thence Northwesterly on a bearing of North 56°16'01" West, 345.46 feet; thence Northwesterly on a bearing of North 79°24'11.6" West, 621.90 feet to the point of beginning; also,

All that part of the Northeast Quarter(NE¼) of Section 16, Township 49 North, Range 14 West, described as follows:

Commencing at a point which is the East quarter corner of Section 16; thence Westerly on the East and West center line of Section 16, a distance of 960 feet to a point; thence Northerly at an angle to the right of 90 degrees, 17 minutes in a straight line, a distance of 206 feet to a point on the Northerly right-of-way line of the Lake Superior Terminal and Transfer Railway Company, which point is the point of beginning of the parcel of land herein to be described; thence continuing Northerly in the same straight line, which line is parallel with the East line of said section, a distance of 4337.18 feet, more or less, to a point on the U.S. Government harbor line as now established on the Southerly side of St. Louis Bay; thence Northeasterly along said Government harbour line to a point which is located 430 feet Westerly of the Easterly line of said section when measured on a line parallel with the East and West center line of said section; thence Southerly in a straight line parallel with the East line of said section, a distance of 4339.83 feet, more or less, to a point on the Westerly right-of-way line of the Duluth Short Line Railway; thence Southwesterly along said Westerly right-of-way line on a radius of 380 feet to a point on the Northerly right-of-way line of the Lake Superior Terminal and Transfer Railway Company and which point is 206 feet Northerly of the East and West center line of said Section 16 whin measured on a line parallel with the Easterly line of said section; thence Westerly in a straight line parallel with the East and West center line of said section to the point of beginning.

EXCEPTING, however, fromthe herein conveyed premises a parcel of land containing 0.42 acre conveyed to the Great Northern Railway Company (now Burlington Northern Inc.) for railroad purposes and more fully described in conveyance recorded in Book 117 of Deeds, page 406 in the office of the Register of Deeds for Douglas County, Wisconsin.

ALSO EXCEPTING, however, from the herein conveyed premises a parcel of land 20 feet in width, being 10 feet on each side of the center line of Burlington Northern Inc.'s spur track as granted in instrument between the Berwind Fuel Company and Great Northern Railway Company (now Burlington Northern Inc.) dated July 7, 1916 and recorded in Book 135 of Deeds, page 246 in the office of the Register of Deeds for Douglas County, Wisconsin.

ALSO EXCEPTING, however, from the herein conveyed premises a parcel of land 40 feet in width, being 20 feet on each side of the center line of the spur track crossing the 0.42 acre parcel referred to above and extending along the asid spur track center line as now located from the East line of said 0.42 acre parcel to the East line of the herein conveyed premises.

ALSO EXCEPTING, however, from the herein described premises, the following described real estate:

Commencing at the East quarter corner of Section 16; thence Westerly on the East and West quarter line of said Section 16, on a bearing of North 89 degrees, 42 minutes West, 960.0 feet; thence Northerly on a bearing of North 00 degrees, 35 minutes East, 1542.37 feet to the point of beginning; thence continuing North on a bearing of North 00 degrees, 35 minutes East, 428.8 feet to the face of the dock which borders the South end of the boat slip as now established on the Southerly side of St. Louis Bay; thence Easterly on a bearing of South 89 degrees, 25 minutes East, 91.4 feet; thence Southwesterly on a bearing of North 9 degrees, 2 minutes East, 182.0 feet; thence Southerly on a bearing of North 00 degrees, 35 minutes Eat, 252.2 feet; thence Westerly on a bearing of South 89 degrees, 25 minutes East, 64.7 feet to the point of beginning.

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of
October A. D. 1975 at 10
o'clock A M. and recorded in Vol.
50 of RRM
on page 321 & 325
/s/ Douglas LaFollette
Secretary of State

Executed in 560 Counterparts of which this is No 324

BURLINGTON NORTHERN INC
TO
FIRST NATIONAL CITY BANK, Trustee

SUPPLEMENTAL INDENTURE (NO 16) Dated as of July 1, 1975
TO
GREAT NORTHERN RAILWAY COMPANY
GENERAL GOLD BOND MORTGAGE
Dated January 1, 1921

SUPPLEMENTAL INDENTURE, dated as of the 1st day of July, 1975, by and between BURLINGTON NORTHERN INC, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), party of the first part, and FIRST NATIONAL CITY BANK (successor by merger to THE FIRST NATIONAL BANK of the City of New York), a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called the "Trustee"), party of the second part.

Great Northern Railway Company has heretofore made, executed and delivered to The First National Bank of the City of New York, as Trustee, its General Gold Bond Mortgage (hereinafter called the "Original Indenture"), dated January 1, 1921, and supplements thereto dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953, and as of September 1, 1954, under which General Mortgage Bonds of several series are outstanding. By further supplement dated as of March 2, 1970, the Company, in accordance with the provisions of Section 2 of Article Fifteen of the Original Indenture, has succeeded to, and been substituted for, Great Northern Railway Company, with the same effect as if it had been named in the Original Indenture as the party of the first part thereto; and by a second supplement dated as of March 2, 1970, the Company subjected to the lien of the Original Indenture, as theretofore supplemented and modified, property acquired by the Company by reason of the merger of the Chicago, Burlington & Quincy Railroad Company into the Company and described the mortgage which was a lien on such property and the amount of bonds secured thereby. By further supplements dated respectively as of July 1, 1970, as of January 1, 1971 and as of January 1, 1974, the Company authorized

additional series of General Mortgage Bonds (the Original Indenture as heretofore supplemented and modified being hereinafter sometimes called the "Mortgage").

The Company has by proper corporate action authorized the issuance under and pursuant to the terms of the Mortgage as supplemented and modified by this Supplemental Indenture of $40,000,000 principal amount of its General Mortgage Bonds, Series V (said Bonds being hereinafter sometimes referred to as the "Series V Bonds").

The Company desires by this Supplemental Indenture to make provision with respect to the continuance of certain limitations, as more specifically hereinafter set forth, upon the right of the Company to issue bonds under the Mortgage, and to make other provisions with respect to the Series V Bonds.

The forms of the Series V Bonds in registered form and of the Trustee's certificate to be endorsed on the Series V Bonds are to be severally and respectively substantially as follows:

BURLINGTON NORTHERN INC
General Mortgage 9¼% Gold Bond, Series V
Due January 1, 2010

Burlington Northern Inc., a Delaware corporation (hereinafter called the "Railway Company"), for value received, hereby promises to pay to or registered assigns, on the first day of January, 2010, at the office or agency of the Railway Company in the Borough of Manhattan, the City of New York, State of New York, Dollars in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed on the first day of July, 1921, and to pay interest thereon from July 1 or January 1, as the case may be, next preceding the date hereof (unless this bond be dated July 1 or January 1, and in that event from the date of this bond), at the rate of 9¼% per annum, until said principal sum shall be paid, at said office or agency, in like gold coin, semi-annually on the first day of January and the first day of July in each year.

(The provision that the principal of, premium, if any, and interest on the within bond is payable in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed on the first day of July 1921, was included therein compliance with the terms of the original indenture described in the within bond which was executed prior to the approval on June 5, 1933 of Public Resolution No. 10 of the 73rd Congress. Specific attention is called to the fact that said Public Resolution provides in part as follows:

"Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time ofpayment is legal tender for public and private debts.")

This bond is one of the General Mortgage Gold Bonds (coupon or registered) of the Railway Company issued and to be issued in one or more series under and pursuant to and equally secured by an indenture dated January 1, 1921, executed by the Railway Company to The First National Bank of the City of New York, Trustee (First National City Bank being successor Trustee by merger), (hereinafter called the "indenture"), conveying all the property franchises of the Railway Company mentioned in said indenture, and Supplemental Indentures dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953, as of September 1, 1954, two supplements dated as of March 2, 1970, as of July 1, 1970, as of January 1, 1971, as of January 1, 1974, and as of July 1, 1975 providing for the issuance of General Mortgage Gold Bonds, Series V, to which reference is hereby made for a statement of the property and franchises mortgaged, conveyed, pledged or assigned, the nature and extent of the security, and the rights of the holders of said bonds and of the said Trustee in respect to such security.

The authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railway Company or of a successor corporation as defined in said indenture, after deducting therefrom the amount of all bonds then reserved under the provisions of said indenture to retire prior debt at or before maturity, shall not exceed three times the par value (which, as provided in said Supplemental Indenture dated March 19, 1936, shall, in respect of shares without par value, be deemed the stated value) of the then outstanding, fully paid capital stock of the Railway Company or of a successor corporation.

The Series V Bonds are redeemable at the option of the Railway Company as a whole or in part an any interest payment date subsequent to January 1, 1976 upon publication of notice thereof in two newspapers of general circulation in the Borough of Manhattan, The City of New York, at least twice a week for nine succesive weeks next preceding such interest payment date, and in the maner and otherwise as provided in said indenture, at the pricipal amount thereof, together with accrued interest to the date designated for redemption.

In case of certain defaults specified in said indenture, the principal of this bond and all of the bonds issued under said indenture may be declared and may become due and payable in the manner and with the effect provided in said indenture.

This bond is transferable by the registered holder hereof in person or by attorney duly authorized in writting, either at the office of the Railway Company in the City of St.Paul, State of Minnesota, or at its office or agency in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond and thereupon a new registered bond, without coupons, of the same series will be issued to the transferee in exchange therefor as provided in said indenture. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. For such transfer or exchange a charge may be made, as provided in said indenture.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture and supplements, against any incorporator, stockholder, officer or director; past, present or future, of the Railway Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance hereof, and as part of the consideration of the consideration of the issue hereof, expressly released as provided in said indenture.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by First National City Bank as Trustee or its successor in trust under said indenture.

In Witness Whereof Burlington Northern Inc has caused this bond to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and to be attested by its Secretary or an Assistant Secretary, the day of .

BURLINGTON NORTHERN INC.
By _____
Vice President

ATTEST:

_____
Assistant Secretary

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond is one of the bonds described in the within mentioned indenture, and Supplemental Indenture dated as of July 1, 1975.

FIRST NATIONAL CITY BANK, as Trustee
By _____
Authorized Officer

The forms of the Series V Bonds in coupon form and of the coupons to be attached therto are to be severally and respectively substantially the same as the forms set forth in the Original Indenture, the text of the Series V Bonds in coupon form to be substantially the same as that of Series V Bonds in registered form with omissions, insertions and variations appropriate to coupon bonds.

All things necessary to make this Supplemental Indenture a valid binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10) paid by the Trustee to the Railway Company, receipt whereof is hereby acknowledged, the parties hereto do hereby agree for the common and equal use, benefit and security of all and singular the person or persons, firm or firms, body or bodies politic and corporate who shall from time to time be bearers or registered holders of the Series V Bonds or bearers of any of the coupons thereto appertaining as their respective interest may appear, as follows:

ARTICLE ONE
Issuance of Series V Bonds

The Series V Bonds, substantially in the forms hereinbefore described, shall be issued and authenticated under and in accordance with the provisions of the Mortgage in principal amounts at any one time outstanding, except as otherwise provided in Section 6 of Article Two of the Mortgage, of not to exceed $40,000,000.The Series V Bonds will mature January 1, 2010, and will bear interest at the rate of 9¼% per annum payable January 1 and July 1 in each year until the principal sum is paid and if in coupon form will be dated July 1, 1975. The Series V Bonds will be issuable in coupon form in the denominations of $1,000,$500 and $100, and will be registrable as to principal, and will be issuable in fully registered form in denominations of $1,000 and any multiples of $1,000, and in fully registered form will, as provided in the Mortgage, respectively be dated the day of issue and will bear interest from the date thereof if the same be an interest date and if the date thereof be not an interest date, said Bonds in fully registered form will bear interest from the last preceding interest date.

ARTICLE TWO
Redemptions of Series V Bonds

The Series V Bonds will be redeemable at the option of the Company in whole or from time to time in anh part thereof on any interest payment date subsequent to January 1, 1976 and prior tothe maturity thereof at the principal amount thereof plus accrued interest to the designated date of redemption, in the manner and otherwise as provided in Article Four of the Mortgage.

ARTICLE THREE
Continuation of Limitation Upon the Issuance of Bonds

The Company covenants that the covenants contained in Article Four of the Supplemental Indenture dated as of July 1, 1944 to the Mortgage, as modified by Article Four of the Supplemental Indenture dated as of July 1, 1945 to the Mortgage, by Article Four of each of two Supplemental Indentures dated as of January 1, 1946, by Article Three of the Supplemental Indenture dated as of July 1, 1970, by Article Three of the Supplemental Indenture dated as of January 1, 1971 and by Article Three of the Supplemental Indenture dated as of January 1, 1974 to the Mortgage shall be continued in full force and effect but without otherwise extending their scope, until all of the Series V Bonds shall have been paid or retired in full, or adequate provision satisfactory to the Trustee shall have been made for their payment and to this end the provision contained in Article Four of said Supplemental Indenture dated as of July 1, 1944, modified as aforesaid, to the effect that at such time as all of the Company's General Mortgage Gold Bonds, Series K,L,M,N,O,P,Q,R,S,T and U shall have been paid or retired in full or adequate provision satisfactory to the Trustee shall have been made for their payment, said covenants shall become null and void and of no further effect, shall be deemed to be by this Supplemental Indenture appropriatley modified.

ARTICLE FOUR
Concerning the Trustee

The Trustee hereby accepts the trust herein declared and provided and agrees to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. The Trustee shall be under no obligation to see to the filing, registration or recording of this Supplemental Indenture or to the refiling, reregistration or recording hereof but the Company covenants to effect, when and as may be required by law in order to protect the rights hereunder of the holders of the Series V Bonds, the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Trustee may authenticate and deliver any of the Series V Bonds herein provided for without waiting for any such filing, registration, recording or refiling, reregistration or rerecording. In general, each and every term and condition contained in Article Twelve of the Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE FIVE
Execution In Counterparts

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

ARTICLE SIX
Construed With Mortgage

This is a Supplemental Indenture to the Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Mortgage and each of the covenants and obligations of the Company herein contained shall be, except as herein otherwise provided, subject to the provisions of the Mortgage.

In Witness Whereof, Burlington Northern Inc, the party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or Vice Chairman or one of its Vice Presidents, and its corporate seal to be hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary; and FIRST NATIONAL CITY BANK, the party of the second part, has coused this Supplemental Indenture to be signed and acknowledged by one of its Trust Officers, and its corporate seal to be hereunto affixed and the same to be attested by on of its Assistant Cashier, all as of the day and year first above written.

BURLINGTON NORTHERN INC
By s/
Vice President

(Corporate Seal)

Attest:
s/
Assistant Secretary

FIRST NATIONAL CITY BANK
as Trustee as aforesaid
By s/
Trust Officer

(Corporate Seal)

Signed, sealed and acknowledged by
all parties in the presence of:

s/
s/
Attesting Witness

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, ENZO L. CARBOCCI, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of September, 1975, personally appeared before me W N ERNZEN and F A DEMING, personally known to me and personally known to me to be a Vice President and an Assistant Secretary, respectively, of Burlington Northern Inc, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said W N ERNZEN resides at 2023 Upper St. Dennis Road, St.Paul, Minnesota, and that the said F A DEMING resides at 1362 Eldridge Avenue West, Roseville, Minnesota; that said W N ERNZEN is a Vice President and said F A DEMING is an Assistant Secretay of Burlington Northern Inc, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of thim signed their Hames to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

s/ Enzo L Carbocci
Notary Public, State of New York
Term Expires March 30, 1976

(NOTARIAL SEAL)

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, JOHN L GRIMMELBEIN, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of September, 1975, personally appeared before me RALPH E JOHNSON and J S MACEY, personally known to me and personally known to me to be a Trust Officer and an Assistant Cashier, respectively, of First National City Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Trust Officer and Assistant Cashier, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said RALPH E JOHNSON resides at 60 Gramercy Park North, New Yok and that the said J S MACEY resides at 69 West 9th Street, New York, New York, that said RALPH E JOHNSON is a Trust Officer and Said J S MACEY is an Assistant Cashier of First National City Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said dorporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Trust Officer and Assistant Cashier in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntry act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

s/ John L Grimmelbein
Notary Public, State of New York
Term Expires March 30, 1976

(NORARIAL SEAL)

STATE OF WISCONSIN } ss.
Department of State
Received this 13th day of
November A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
562 of RRM
on pages 325-328
s/ Douglas La Follette
Secretary of State

THIS SIXTH SUPPLEMENTAL INDENTURE, dated as of July 1, 1975, by and between BURLINGTON NORTHERN INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Company", party of the first part and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, and JACOB M. FORD II of St. Joseph, Missouri, as Trustees, parties of the second part, hereinafter called, when referred to jointly, the "Trustee" and , when referred to separately, the "Corporate Trustee" and the "Individual Trustee", respectively;

WHEREAS, the Company and the Trustees have herefore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental indentures thereto dated respectively as of March 2, 1970, July 1, 1970, April 15, 1971, December 20, 1971 and January 15, 1974 under which Consolidated Mortgage Bonds of several series are outstanding (the Original Mortgage as heretofore supplemented and modified being hereinafter called the "Indenture"); and

WHEREAS, the Company has by proper corporate action authorized the issuance of an additional series of Bonds under the Indenture to be known as "Consolidated Mortgage 9¼% Bonds, Series E, Due 2000", hereinafter called the "Bonds of Series E", in the principal amounty of $100,000,000; and

WHEREAS, the Company desires by this Sixth Supplemental Indenture to evidence the terms and provisions, including redemption provisions, as determined by its Board of Directors, of the Bonds of Series E, all as more fully set forth herein; and

WHEREAS, all acts and things prescribed by law, by the Restated Certificate of Incorporation and By-Laws of the Company and by the Indenture have been duly performed and complied with to make this Sixth Supplemental Indenture and the Bonds of Series E, when duly executed, authenticated (in the case of such Bonds) and delivered, valid, binding and legal instruments in accordance with their respective terms:

NOW, THEREFORE,THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH:

That for and is consideration of the premises, and in consideration of the premises, and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America duly paid by the Trustees to the Company at the time of delivery of this Sixth Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Sixth Supplemental Indenture and, for the same purposes as the original property described in or otherwise covered by the Indenture, has mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, comfirmed, assigned, transferred and set ober and by these presents does mortgage, pledge, grant, give, bargain, sell, alien, remise, release, convey, comfirm, assign, transfer and set over unto the Trustees, and to their successor or successors in the trust and their assigns $40,000,000 principal amount of General Mortgage 9¼% Gold Bonds,Series V, Due January 1, 2010, issued under and pursuant to the Great Northern Railway Company's General Gold Bond Mortgage, dated January 1, 1921, as supplemented and amended.

TO HAVE AND TO HOLD the property hereby conveyed, as a part of the "trust estate" under the Indenture, unto the Trustees, their successor or successors in trust and their assigns, forever;

SUBJECT, HOWEVER, to Excepted Encumbrances.

BUT IN TRUST NEVERTHELESS for the equal and proportionalte benefit and security of all of the present and future holders of the Bonds (as defined in the Indenture) and of any coupons appurtenant thereto, and for the enforcement of the payment of the principal of the Bonds and the premium, if any, and interest thereon, as and when payable, and the performance of and compliance with the covenants and conditions of the Indenture and this Sixth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise of any Bond over any other Bond of the same or any other series by reason of priority in the issue or negotiation or maturity thereof or otherwise, so that each and every Bond shall have the same right, lien and privilegeunder the Indenture and this Sixth Supplemental and the principal of, premuim, if any, and interest payable on every such Bond shall be equally and ratably secured hereby, as if all such Bonds at any time outstanding had been executed, delivered and negotiated simultaneously with the execution and delivery of this Sixth Supplemental Indenture.

AND THIS SIXTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH:

That the Company covenants and agrees with the Trustees and with the respective holders from time to time of the Bonds and coupons issued and to be issued under the Indenture as follows:

ARTICLE I

CREATION OF BONDS OF SERIES E

SECTION 1.01. There is hereby created a fifth series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 9¼% Bonds, Series E, Due 2000". The Bonds of Series E shall

(1) be dated the date of authenbication;
(2) mature on July 1, 2000;
(3) bear interest at the rate of 9¼% per annum, payable semi-annually on January 1, and July 1, of each year, hereinafter sometimes called an "Interest Payment Date", from the Interest Payment Date next preceding the date of authentication thereof until payment of the principal amount thereof has been made or duly provided for except that: (a) any Bond of Series E authenticated before January 1, 1976, shall bear interest from July 1, 1975 unless clause (c) below is applicable; (b) if the Company shall default or be in default in the payment of interest upon Bond of Series E, such Bonds of Series E shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so long as there is no existing default in the payment of interest on the Bonds of Series E, any Bond of Series E authenticated after the close of business on any Record Date, as hereinafter defined, with respect to any Interest Payment Date and on or prior to such Interest Payment Date shall bear interest from such Interest Payment Date;
(4) be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts;
(5) be redeemable before maturity at the option of the Company as provided in Section 1.02 hereof;
(6) be issuable only as registered Bonds without coupons in denominations of $1,000 and any multiple thereof; and
(7) be limited (except as provided in Section 1.09 of the Indenture) in aggregate principal amount to $100,000,000.

So long as there is no existing default in the payment of interest on Bonds of Series E , the person in whose name any Bond of Series E is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any transfer or exchange of such Bond of Series E subsequent to such Record Date. If and to the extnet that the Company shall default inthe payment of interest due on any Interest Payment Date with respect to any Bond of Series E, such defaulted interest shall be paid to the person in whose name such Bond of Series E is registered at the close of business on a subsequent record date established by notice given by mail, first class postage prepaid, by or on behalf of the Company to the holders of Bonds of Series E not less than 15 days prior to such subsequent record date , such record date to be not less than five days preceding the date of payment of such defaulted interest.

The term "Record Date", when used herein with respect to an Interest Payment Date, shall mean the June 15 or December 15 (whether or not a business day), as the case may be, next preceding such Interest Payment Date. Default in the payment of interest means in this Section 1.01 failure to pay interest on the applicable Interest Payment Date disregarding any period of grace applicable under Section 7.01 of the Indenture.

SECTION 1.02. The Bonds of Series E shall be redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, at a redemption price equal to 100% of the principal amount of Bonds of Series E to be redeemed, together with accrued interest to the date fixed for redemption.

Whenever less than all of the Bonds of Series E are to be redeemed, the Corporate Trustee shall select, in such manner as it shall deem appropriate and fair, the particular Bonds of Series E or portions of such Bonds to be redem eed and shall notify the Company in writting of the numbers and principal amounts of the Bonds or portions thereof so selected. The Company shall give the Corporate Trustee written notice at least 50 days (or such lesser period as shall be acceptable to the Corporate Trustee) prior to any redemption date selected by the Company of the aggregate principal amount of Series E to be redeemed.

The Company shall not be required to and, if so requested by the Corporate Trustee, shall not (i) issue, transfer or exchange any Bonds of Series E during a period beginning at the opening of business 15 days brfore any selection of Bonds of Series E for redemption and ending at the close of business on the date of such selection or (ii) transfer or exchange any Bond or Series E or portion thereof so selected for redemption; and the Corporate Trustee shall not be required to authenticate and deliver any Bonds of Series E during the period specified in (i) above or in lieu of Bonds of Series E or portions thereof selected for redemption.

The provisions of Sections 3.04 to 3.08, inclusive, of the Indenture shall, so far as applicable, apply to and govern the redemption of Bonds of Series E, except that any installment of interest which by the terms of the Bonds of Series E is due and payable on any Interest Payment Date occurring on prior to a redemption date shall be payable to the persons in whose names the Bonds of Series E were registered on the relevant Record Date, and except as otherwise expressly provided in this Sixth Supplemental Indenture.

SECTION 1.03. The Bonds of Series E and the Corporate Trustee's certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:

(FORM OF FACE OF BOND OF SERIES E)

BURLINGTON NORTHERN INC.

Consolidated Mortgage 9¼% Bond, SeriesE, Due 2000

BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to , or registered assigns, at the office of the Company in the Borough of Manhattan, City and State of New York, the principal sum of

DOLLARS on July 1, 2000, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal at the rate of 9¼% per annum, at said office or agency in like coin or currency, from the interest payment date next preceeding the date of this Bond to which interest has been paid or duly provided for or July 1, 1975, whichever is later (unless this Bond is dated after any June 15 or December 15, and on or prior to the next succeeding July 1 or January 1, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding July 1 or January 1), semi-annually on July 1 and January 1 of each year, until payment of said principal sum has been made or duly provided for; provided, however, that so long as there is no existing default in the payment of interest (and except for the payment of defaulted interest), the interest payable on any July 1 and January 1 will be paid to the person in whose name this Bond was registered at the close of business (whether or not a business day) on the June 15 or December 15, as the case may be, next preceding such interest payment date. If and to the extent that the Company shall default in the payment of interest due on any July 1 or January 1, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on a subsequent record date established by notice for the payment of such defaulted interest, which notice shall be given not less than 15 days prior to such record date.

This Bond is one of the Consolidated Mortgage Bonds of the Company. herein sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated March 2, 1970, executed by the Company to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (herein called the "Corporate Trustee"), and JACOB M. FORD II, as Trustees, herein, as amended and supplemented from time to time, sometimes called the "Indenture", to which Indenture and any and all supplements thereto reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of security and the rights of the holders of the Bonds and coupons and the rights, duties and immunities of the Trustees thereunder.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Bond at the time and place and at the rate or rates and in the currency herein prescribed.

This Bond is one of a series of the Bonds known as Consolidated Mortgage 9¼% Bonds, Series E, Due 2000 (hereinafter called the "Bonds of Series E") created by a Sixth Supplemental Indenture, dated as of July 1, 1975, to the Indenture. The aggregate principal amount of Bonds of Series E which may be outstanding at any time is limited to the principal amount of $100,000,000, except as otherwise provided in the Indenture.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption, conversion, and sinking fund provisions, if any, place or places and money or moneys of payment, registration and otherwise, all as in the Indenture provided.

If an Event of Default as defined inthe Indenture shall occur, the principal of the Bonds may be declared or may become due and payable in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture and such Sixth Supplemental Indenture, the Bonds of Series E are redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, upon notice as provided in the Indenture, at a redemption price equal to 100% of the principal amount of Bond of Series E to be redeemed, together with accrued interest to the date fixed for redemption.

The Indenture permits the amendment thereof and the modification or alteration in any respect of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding affected by such amendment, modification or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or interest on, this Bond, the consent of the holder hereof, all as more fully provided in the Indenture.

This Bond is transferable at the office or agency of the Company in the Borough of Manhattan, City

and State of New York, upon the surrender hereof accompanied by written instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder hereof or by duly authorized attorney, and thereupon a new Bond of Series E in the same aggregate principal amount will be issued to the transferee in exchange herefor, all as provided in the Indenture.

The Company, the Corporate Trustee, any paying agent and any registrar of the Bonds of Series E may for all pruposes treat the person in whose name this Bond is registered as the absolute owner hereof, notwithstanding any notice to the contrary.

The Bonds of Series E are issuable in the denomination of $1,000 or any multiple thereof. The Bonds of Series E are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series E are interchangeable in like aggregate principal amounts upon presentation for that purpose as provided in the Indenture.

No service charge will be made for any transfer or exchange of this Bond, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of, or interest on this Bond against any incorporator, stockholder, officer or director, as such, of the Company by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

This Bond shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until this Bond shall have been authenticated by the certificate hereon of the Corporate Trustee.

IN WITNESS WHEREOF, Burlington Northern Inc. has caused this Bond to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature or its Secretary or one of its Assistant Secretaries.

Dated: _____

BURLINGTON NORTHERN INC.
By _____

Attest: _____

(FORM OF CORPORATE TRUSTEE"S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds, of the series designated therein, referred to in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Corporate Trustee
By _____
Authorized Officer

SECTION 1.04. Bonds of Series E shall be transferable, and shall be exchangeable for a like aggregate principal amount of Bonds of Series E of other authorized denominations, upon surrender thereof at the office or agency of the Company to be maintained for that purpose in accordance with Section 4.01 of the Indenture accompanied by a proper instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder in person or by duly authorized attorney. No service charge will be made for any such transfer of exchange, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

SECTION 1.05. Pending the preparation of definitive Bonds of Series E, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series E in temporary from as provided in Section 1.10 of the Indenture.

ARTICLE II
ISSUE OF BONDS OF SERIES E

Bonds of Series E may be executed, authenticated and delivered from time to time as permitted by the provisions of Article Two of the Indenture.

ARTICLE III
MISCELLANEOUS PROVISIONS

SECTION 3.01. All of the terms, conditions and provisions of the Indenture (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Sixth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Sixth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 3.02 Morgan Guaranty Trust Company of New York and Jacob M. Ford II, the parties of the second part, hereby accept the trust inthis Sixth Supplemental Indenture declared and provided and agree to perform the same upon the terms and conditions herein and in the Indenture set forth. The recitals contained in this Sixth Supplemental Indenture and in the Bonds of Series E (except for the Corporate Trustee's certificates of authentication) shall be taken as statements of the Company, and the Trustees assume no responsibility for the correctness thereof.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Sixth Supplemental Indenture other than as set forth in the Original Mortgage.

SETION 3.03. Nothing in this Sixth Supplemental Indenture expressed or implied is intended or shall be construed to give to any person, firm or corporation other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect of this Sixth Supplemental Indenture, or any covenant, condition or provision herein contained, all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the Bonds and the coupons; and all such covenants, conditions and provisions by or on behalf of the Company shall bind its successors and assigns whether so exprissed or not.

SECTION 3.04. The headings of the several Articles hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 3.05. This Sixth Supplemental Indenture may be executed in several counterparts, each of which shall be an original, and all collectively shall constitute but one instrument, which shall be sufficiently proved by the production of any one of said counterparts.

IN WITNESS WHEREOF, Burlington Northern Inc., the party of the first part, has caused this Sixth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its Vice Chairman or one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Morgan Guaranty Trust Company of New York, one of the parties of the second part, has caused this Sixth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary

or one of its Assistant Secretaries; and Jacob M. Ford II, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first above written.

BURLINGTON NORTHERN INC.
By s/
Vice President

(Corporate Seal)

Attest:
s/
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK
By s/
Vice President

(Corporate Seal)

Attest:
s/
Assistant Secretary

s/

Signed, sealed and acknowledged by all parties in the presence of:
s/
s/
Attesting Witnesses

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, WILLIAM A. FEENEY , a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of September, 1975, personally appeared before me W.N. ERNZEN and F.A. DEMING, personally known to me and personally known to me to be a Vice President and An Assistant Secretary,, respectively, of Burlington Northern Inc., one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said W.N. ERNZEN resides at 2023 Upper St. Dennis Road, St. Paul, MInnesota and that the said F.A. DEMING resides at 1362 Eldridge Avenue West, Roseville, Minnesota; and that W.N. ERNZEN is a Vice President and said F.A. DEMING is an Assistant Secretary of Burlington, Inc., a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

s/ William A. Feeney
WILLIAM A. FEENEY
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission Expires March 30, 1976

(NOTARIAL SEAL)

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, WILLIAM A. FEENEY, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of September, 1975 personally appeared before me R.E.SPARROW and W.W. BREWER, personally known to me and personally known to me to be a Vice President and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, one of the corporations described in and which executed the foregoing instrument and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledged that the said R.E. SPARROW resides at 496 Dorchester Road, Ridgewood, New Jersey, and that the said W.W. BREWER resides at 228 West 71st Street, New York, New York; that said R.E. SPARROW is a Vice President and said W.W. BREWER is an Assistant Secretary of Morgan Guaranty Trust Company of New York, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like authority; that they signed, sealed, executed and delibered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

s/ William A. Feeney
WILLIAM A. FEENEY
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission Expires March 30, 1976

(Notarial Seal)

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

I, FRANK SCHLIERF, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of September, 1975, personally appeared before me in said County Jacob M. FordII personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 2929 Lovers Lane, St. Joseph, Missouri; that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

s/ Frank Schlierf
FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF WISCONSIN) ss.
Department of State)
Received this 13th day of November A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of R.R.M. on page 329-333
s/ Douglas LaFollette
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of TWO HUNDRED FIFTY DOLLARS ($250.00), the receipt and sufficiency whereof anr hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee an easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beatify the highway, in and to the followin described lands in Columbia County, Wisconsin:

All that part of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's land in the SW¼ NW¼, Section 12, Township 10 North, Range 12 East, lying between lines 240 feet northwesterly of and 130 feet southeasterly of and parallel with the following described U.S.H. 151 reference line:

Commencing at a point on the east line of said Section 12, 491 feet south of its northeast corner; thence S 81°32'W, 4208.54 feet; thence S 44°28'W, 1646.03 feet to a point of curve; thence northeasterly along said curve to the right, back-tangent bearing S 44°28'W radius 4911.07 feet, 307.29 feet to the point of beginning of said reference line; thence continuing northeasterly on said curve to the right, 149.00 feet to the point of ending of said reference line. Said parcel contains 0.84 of an acre, more or less.

RESERVING unto Grantor, its successors and assings, the right not only to continue the use and operation of all existing railroad facilties located on said lands, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear or all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its Vice President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this September 5, 1975.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

s/ J.M. Rekar witness
s/ Lorraine May King witness

By: s/ E.J. Stoll
Vice President

COUNTERSIGNED:
By: s/ G.G. Grudnowski
Assistant Secretary

THIS DOCUMENT WAS PREPARED BY MR. R.H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPT-OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

STATE IF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this September 5, 1975, E.J. STOLL, VICE PRESIDENT and G.G. GRUDNOWSKI, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to such VICE PRESIDENT and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

s/ John M. Cortese
JOHN M. CORTESE
NOTARY PUBLIC, COOK COUNTY, ILL.
My Commission Expires Oct. 3, 1976

STATE OF WISCONSIN) ss.
Department of State)
Received this 17th day of November A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of R.R.M. on page 333
s/ Douglas LaFollette
Secretary of State

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN INC., a Delaware corporation, of 176 East Fifth Street, St. Paul, Minnesota 55101, successor in interest to Northern Pacific Railway Company, Grantor, for and in consideration of the sum of Two Hundred Fifty and no/100 Dollars ($250.00) to it paid by the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for the construction, maintenance and traffic operations of U.S. Highway No. 2, overhead structure, approaches and appurtenances thereto, hereinafter called highway, over, upon and across the following described premises, situated in Bayfield County, State of Wisconsin, to-wit:

A tract of land upon, over and across that portion of the Grantor's right of way in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section 10, Township 47 North, Range 5 West, Fourth Principal Meridian, lying between two parallel lines, one being uniformly 75 feet Southeasterly and the other being uniformly 150 feet Southeasterly from the following described reference line:

Commencing at a point on the North line of said Section 10,269.84 feet, North 89°13'40" West of the Northeast corner of said Section 10; thence South 40°32'31" West, along the reference line a distance of 600.31 feet and there terminating, said reference line is the center line of U.S. Highway No. 2 as laid out in 1938 under Federal Aid Project 488-E and as yet traveled on September 1, 1974. The tract or parcel of land described is shown colored red on the map attached hereto, marked Exhibit "A" and made a part hereof.

RESERVING, however, unto the Grantor, the right to construct, maintain, use, operate, relocate, reconstract and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for highway purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above described primises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said highway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and primises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the primises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. This instrument is granted according to the terms and conditions of that certain Stipulation before the Public Service Commission of Wisconsin, provided for the construction of U.S. Highway No. 2 and overhead structure at Ashland Junction, Wisconsin, between the Grantor and the Grantee dated January 9, 1975 by Grantor and January 22, 1975 by Grantee and madw subject to the terms and conditions contained therein.

4. In the event that all or any portion of said above described premises shall at any time cease to be used by the public for highway purposes, or shall by operation of law or otherwise become vacated or abondoned, the grant hereby shall terminate. If this instrument is placed of record by the Grantee, the governing body having jurisdiction of the highway at the time of such vacation or abandonment shall immediately relinquish to the Grantor by proper recordable conveyance the above described premises or such portion thereof is vacated or abondoned.

The Grantor does not warrant its title to said primises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by its duly authorized officers this 9th day of September, 1975.

BURLINGTON NORTHERN INC.

BY s/ J.C. Kenady
J.C. KENADY VICE PRESIDENT

ACCEPTED:
STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

BY S/
Title: Chief of Facilities Development

ATTEST:
BY s/ G.F. Steinhibel
G.F. STEINHIBEL ASSISTANT SECRETARY

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 9th day of September, 1975, before me personally came J.C. KENADY, Vice President, and G.F. STEINHIBEL, Assistant Secretary of the above named corporation, Burlington Northern Inc., who are to me known to be such Vice President and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers and as the free act and deed of said corporation by its authority.

s/ M.M. Smith
M.M. SMITH

M.M. Smith
Notary Public - Minnesota
Ramsey County
My Commission Expires Dec. 18, 1979

This instrument was drafted by Steve E. Tusa, Industrial Development and Property Management Department Burlington Northern Inc., 176 East Fifth Street, St. Paul, Minnesota 55101.

STATE OF WISCONSIN) ss.
Department of State)
Received this 21st day of November A. D. 19 75 at 10 o'clock A M. and recorded in Vol. 50 of R.R.M. on page 334
s/ Douglas LaFollette
Secretary of State

DEED NO. 79403

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($87,775.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORATION, DIVISION OF HIGHWAYS, GRANTEE, all interest in the following described real estate situated in the Counties of Rock and Jefferson, and the State of Wisconsin, to wit:

IN TOWNSHIP 3 NORTH, RANGE 13 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ROCK COUNTY:

A strip of land 100 feet in width extending over and across the Northwest Quarter of Section 5, said strip of land being 63 feet in width on the Northwesterly side and 37 feet in width on the Southeasterly side of the center line of the main track of the Rock River Valley Union Railroad Company (later the Chicago St. Paul and Fond du Lac Railroad Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established ober and across said Section 5.

ALSO: A strip of land 130 feet in width extending over and across the Northwest Quarter of the Southwest Quarter of said Section 5, said strip of land being 65 feet in width on each side of said original main track center line.

ALSO: A strip of land 130 feet in width extending over and across the Southeast Quarter of Section 6; the West Half of the Northeast Quarter, and the Southeast Quarter of the Northwest Quarter of Section 7, said strip of land being 65 feet in width on each side of the center line of the main track of said Transportation Company, as originally located and established over and across said Sections 6 and 7.

ALSO: A strip of land 130 feet in width extending over and across that part of the Northeast Quarter of the Southwest Quarter of said Section 7 lying Easterly of the center line of a public road known as Kennedy Road, said strip of land being 65 feet inwidth on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Southwest Quarter of said Section 7 lying Westerly of the center line of said Kennedy Road, said strip of land being 63 feet in width on the Northwesterly side and 37 feet in width on the Southeasterly side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across part of the West Half of the Northwest Quarter of Section 18, said strip of land being 63 feet in width on the Northwesterly side and 37 feet in width on the Southeasterly side of the center line of the main track of said Transportation Company, as originally located and established over and across said Section 18, and lying Northeasterly of the Northeasterly line of U.S. Highway No. 14.

IN TOWNSHIP 4 NORTH, RANGE 13 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ROCK COUNTY:

A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, the East Half of the Northwest Quarter, and the Southwest Quarter of Section 2; the Southeast Quarter of the Southeast Quarter of Section 3; the Northeast Quarter, the Southeast Quarter of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 10; the East Half of the Northwest Quarter of Section 15; the Southeast Quarter of the Northeast Quarter, and the East Half of the Southeast Quarter, of Section 21; the West Half of the Northwest Quarter of Section 22; the Northeast Quarter of the Northeast Quarter, and the East Half of the Southwest Quarter, of Section 28, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of the Chicago St. Paul and Fond du Lac Railroad Company and the Chicago and North Western Railway Company (both now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 2, 3, 10, 15, 21, 22, and 28.

ALSO: That part of the North fractional Half of the Northeast fractional Quarter of said Section 2, bounded and described as follows: Beginning at a point on the North line of said Section 2, distant 61 feet Southeasterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 1,200 feet; thence Westerly parallel with the North line of said Section 2 to a point distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line to a point on the South line of said North fractional Half of the Northeast fractional Quarter of Section 2; thence Westerly along said South line to a point on the West line of said Northeast fractional Quarter of Section 2; thence Northerly along said West line to a point, distant 56 feet Northwesterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line to a point distant 1,200 feet Southwesterly, measured along said (last described) parallel line from its intersection with the North line of said Section 2; thence Westerly parallel with said North line of Section 2 to a point distant 106 feet Northwesterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 1,200 feet to a point on the North line of said Section 2; thence Easterly along said North line of Section 2 to a point of beginning.

ALSO: A strip of land 100 feet in width extending over and across the Northwest Quarter of the Southeast Quarter of said Section 10, said strip of land being 40 feet in width on the Northwesterly side and 60 feet in width on the Southeasterly side of said original main track center line.

ALSO: That part of the Southwest Quarter of said Section 15, bounded and described as follows: Beginning at a point on the South line of said Section 15, distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 775.5 feet (47 rods); thence Southeasterly at right angles to the last described course a distance of 218.46 feet (4 Rods, 2 chains, and 31 links);thence Northeasterly along a straight line a distance of 1,337.82 feet (20 chains and 27 links) to a point distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line to a point on the North line of said Southwest Quarter of Section 15; thence Westerly along said North line to a point distant 56 feet Northwesterly, measured at right anglesm from said original main track center line; thence Southwesterly parallel with said original main track center line to a point on the South line of said Section 15; thence Easterly along said South line of Section 15, to the point of beginning.

ALSO: That part of the West Half of the Northeast Quarter of said Section 28, bounded and described as follows: Commencing at a point on the Northeasterly line of Madison Avenue, distant 50 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 460 feet; thence Northwesterly radial to the last described course a distance of 6 feet to the point of beginning of the parcel of land herein described; thence Northeasterly parallel with and distant 44 feet Southeasterly, measured radially, from said original main track center line, a distance of 675 feet, more or less, to a point on the East line of the West Half of the Northeast Quarter of said Section 28; thence Northerly along said East line to a point distant 56 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 1,060 feet, more or less, to a point distant 360 feet Northeasterly, measured along said (last described) parallel line, from its intersection with the Northeasterly line of said Madison Avenue; thence Southeasterly radial to the

last described course a distance of 35 feet, more or less, to a point distant 8.5 feet Northwesterly, measured at right angles or radially, from the center line of Chicago and North Western Transportation Company Spur Track ICC No. 15, as said spur track is now located; thence Southwesterly parallel with said spur track center line a distance of 355 feet, more or less, to a point on the Northeasterly line of said Madison Avenue; thence Southeasterly along said Northeasterly line of Madison Avenue a distance of 45 feet, more or less, to a point distant 20 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with said last described main track center line a distance of 455 feet, more or less, to a point on a line drawn radially to said original main track center line through the point of beginning; thence Southeasterly along said last described radial line a distance of 24 feet, more or less, to the point of beginning.

ALSO: That part of the Southwest Quarter of the Northeast Quarter of said Section 28, bounded and described as follows: Beginning at a point on the South line of the Northeast Quarter of said Section 28, distant 20 feet Northwesterly, measured at right angles, from the center of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with said main track center line a distance of 340 feet, more or less, to a point distant 40 feet Northeasterly, measured at right angles, from the Northwesterly extension of the Northeasterly line of Lot 4 of Morgan's Addition to Milton Junction; thence Northwesterly parallel with said Northeasterly line, extended, of Lot 4, a distance of 5 feet, more or less, to a point distant 25 feet Northwesterly, measured at right angles, from said main track center line; thence Northeasterly parallel with said main track center line a distance of 650 feet, more or less, to a point on the Southwesterly line of Madison Avenue; thence Southeasterly along said Southwesterly line of Madison Avenue to a point distant 20 feet Southeasterly, measured at right angles, from said main track center line; thence Southwesterly parallel with said main track center line a distance of 975 feet, more or less, to a point on the South line of said Northeast Quarter of Section 28; thence Westerly along said South line of the Northeast Quarter of Section 28 to the point of beginning.

ALSO: A strip of land 66 feet in width extending over and across part of the Southeast Quarter of the Northwest Quarter, and part of the Northeast Quarter of the Southwest Quarter of said Section 28, said strip of land being 39 feet in width on the width on the Westerly and Southwesterly side, and 27 feet in width on the Easterly and Northeasterly side of the center line of a track (now removed) connecting the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company) and the main track of the Milwaukee and Mississippi Railway Company (now the Chicago Milwaukee St. Paul and Pacific Rail Road Company), as said connecting track was originally located and as described in that certain Quit Claim Deed dated January 29, 1861, between Susan J. Babcock and the Chicago and North Western Railway Company, recorded in the Register's office of Rock County, February 22, 1861, in Volume 47 of Deeds on Page 194, and said strip of land being bounded on the Southerly side by the Northwesterly line of said above described 100 foot wide strip of land, and bounded on the Northwesterly side by the Southwesterly right of way line of said Chicago Milwaukee St. Paul and Pacific Rail Road Company.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northwest Quarter of the Southeast Quarter of said Section 28 lying Southwesterly of the Southwesterly (Wye track) right of way line of the Chicago Milwaukee St. Paul and Pacific Rail Road Company, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of said original (Chicago St. Paul and Fond du Lac Railroad Company) main track center line.

ALSO: A strip of land 100 feet in width extending over and across the Southeast Quarter of the Northeast Quarter of Section 32, and the Northwest Quarter of Section 33, said strip of land being 63 feet in width on the Northwesterly side and 37 feet in width on the Southeasterly side of the center line of the main track of the Rock River Valley Union Railroad Company (later the Chicago St. Paul and Fond du Lac Railroad Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 32 and 33.

ALSO: A strip of land 100 feet in width extending over and across the Southwest Quarter, and the West Half of the Southeast Quarter of said Section 32, said strip of land being 54 feet in width on the Northwesterly side and 46 feet in width on the Southeasterly side of said original main track center line.

ALSO: A strip of land 99 feet (6 Rods) in width extending over and across the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 32, said strip of land being 49.5 feet in width on each side of said original main track center line.

IN TOWNSHIP 5 NORTH, RANGE 13 EAST OF THE FOURTH PRINCIPAL MERIDIAN, JEFFERSON COUNTY:

A strip of land 100 feet in width extending over and across part of the Southeast Quarter of Section 25, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of the Chicago St. Paul and Fond du Lac Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 25, and lying Southwesterly of a line drawn at right angles to said original main track center line at a point thereon distant 1,373.7 feet Southwesterly from its intersection with the East line of said Section 25.

ALSO: A strip of land 100 feet in width extending over and across the East Half of the Southeast Quarter of Section 35; the South Half of the Northwest Quarter, and the West Half of the Southwest Quarter of Section 36, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of said Transportation Company, as originally located and established over and across said Sections 35 and 36.

ALSO: That part of the Northwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, of said Section 36, bounded and described as follows: Beginning at a point on the North line of said Section 36, distant 56 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 550 feet, more or less, to a point on a line drawn at right angles to said original main track center line at a point thereon distant 600 feet Southwesterly from its intersection with the North line of said Section 36; thence Southeasterly at right angles to the last described course a distance of 25 feet to a point distant 31 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 630 feet, more or less, to a point on a line drawn radially to said original main track center line at a pint thereon distant 1,234 feet Southwesterly from its intersection with the North line of said Section 36; thence Northwesterly radial to the last described course a distance of 25 feet to a point distant 56 feet Northwesterly, measured radially, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 550 feet, more or less, to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 36; thence Easterly along said South line a distance of 145 feet, more or less, to a point distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 460 feet, more or less, to a point on a line drawn radially to said original main track center line at a point thereon distant

1,234 feet Southwesterly from its intersection with the North line of said Section 36; thence Northwesterly along said last described radial line a distance of 25 feet to a point distant 19 feet Southeasterly, measured radially, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 635 feet, more or less, to a point on a line drawn at right angles to said original main track center line at a point thereon distant 600 feet Southwesterly from its intersection with the North line of said Section 36; thence Southeasterly at right angles to the last described course a distance of 25 feet to a point distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 640 feet, more or less, to a point on the North line of said Section 36; thence Westerly along said North line of Section 36 a distance of 140 feet, more or less, to the point of beginning.

Together with and including all of Grantor's right, title and interest in and to any and all existing bridges on said real estate.

Subject, however, to any and all existing utilities on said real estate, including the repair, reconstruction and replacement thereof.

Saving and Reserving unto the Granto, for itself, its employees, agents, contractors, successors and assigns, the right to enter upon said real estate until August 1, 1976 for the purpose of removing rail material, ties and appurtenances thereto (other than the above conveyed bridges), desired by the Grantor.

Further Saving and Reserving, unto the Grantor, its successors and assigns, the spur tracks now located on the above described real estate, together with the right to use, occupy and enjoy the following portion of the above described real estate, viz:

Two strips of land, each 17 feet in width, being 8.5 feet in width on each side of the center line of the spur track in the West Half of the Northwest Quarter of Section 18, Township 3 North, Range 13 East, and 8.5 feet in width on each side of the center line of the main track of said Transportation Company, and extending Northeasterly along said main track center line a distance of 1200 feet,

for the proper maintenance and operation of said tracks until such time as said Grantor, its successors and assigns, shall permanently abondon the use of said tracks and remove the same from said real estate.

DATED this 29th day of September, 1975.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:
s/ M.F. Chatterton
s/ Dorthelia Bryant

By s/ Robert W. Mickey
ROBERT W. MICKEY, ASSISTANT VICE PRESIDENT
Attest s/ G.L. Vargason
G.L. VARGASON, ASSISTANT SECRETARY

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois.

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHIGAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrumen is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 29th of September, 1975.

s/ Helen M. Wright
Notary Public, in and for the County of Cook,
in the State of Illinois,
Helen M. Wright

My Commission Expires: March 9, 1978

STATE OF WISCONSIN)
Department of State) ss.
Received this 24th day of
November A. D. 19 75 at 10
o'clock A M. and recorded in Vol.
50 of RRM
on page 335-337
s/ Douglas LaFollette
Secretary of State

THIS INDENTURE made this 28th day of August ,1975, by and among BANKERS TRUST COMPANY (successor to The Mercantile TrustCompany), a corporation organized under the laws of the State of New York, as trustee, party of the first part, FIRST NATIONAL CITY BANK (successor by merger to First National City Trust Company), a national banking association, as trustee, party of the second part, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, as trustee, party of the third part, and BURLINGTON NORTHERN INC. (successor by merger to Northern Pacific Railway Company), a corporation organized under the laws of the State of Delaware, party of the fourth part, WITNESSETH:

WHEREAS, the property described in Exhibit "A" attached hereto and by this reference made a part hereof is subject to the lien of those certain mortgages made by the Northern Pacific Railway Company, as follows:

1. To The Mercantile Trust Company, Trustee, dated November 10, 1896, of which mortgage Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.

2. To The Farmers' Loan and Trust Company, Trustee, dated November 10, 1896, of which mortgage First National City Bank, party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company. On June 28, 1929, The Farmers' Loan and Trust Company, a New York corporation, became known as City Bank Farmers Trust Company, and at the close of business on January 30, 1959, said corporation was converted into a national banking association under the title "First National City Trust Company". Said First National City Trust Company as of the close of business on

January 15, 1963, was merged with First National City Bank, a national banking association.

WHEREAS, the property described in said Exhibit "A" is also subject to the lien of that certain mortgage known as the Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, made by Burlington Northern Inc. to Jacob M. Ford II, as an individual trustee, and to Morgan Guaranty Trust Company of New York, as corporate trustee, party of the third part, and

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as a real estate mortgage, as follows:

Mortgage	Book	Page
Prior Lien	11 R.R. Mtgs. & Trust Deeds	87-166 incl.
General Lien	11 R.R. Mtgs. & Trust Deeds	167-240 incl.
Consolidated	Railroad Mortgages 49	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Northern Pacific Railway Company, the mortgagor named in said Prior Lien Mortgage and in said General Lien Mortgage, was merged into and with Great Northern Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc. on March 2, 1970, and

WHEREAS, by two Indentures, both dated March 2, 1970, one supplemental to said Prior Lien Mortgage and the other supplemental to said General Lien Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of the said mortgages therein agreed to be kept and performed by Northern Pacific Railway Company and has succeeded to and been substituted for Northern Pacific Railway Company in said mortgages, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provisions of said three mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part, First National City Bank, Trustee of said General Lien Mortgage, party of the second part, and Morgan Guaranty Trust Company of New York, Trustee of said Consolidated Mortgage, party of the third part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, do hereby forever release and discharge fromthe lien of said mortgages, and all supplements thereto, respectively, all of their property situate in the City of Superior, County of Douglas, and State of Wisconsin, more fully described in said Exhibit "A" hereto attached.

WHEREAS, Burlington Northern Inc., duly and in accordance with the provisions of said three mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part, First National City Bank, Trustee of said General Lien Mortgage, party of the second part, and Morgan Guaranty Trust Company of New York, Trustee of said Consolidated Mortgage, party of the third part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, do hereby forever release and discharge from the lien of said mortgages, and all supplements thereto, respectively, all of their respective rights, title and interest, as such trustees, in and to the property situate in the City of Superior, County of Douglas, and State of Wisconsin, more fully described in said Exhibit "A" hereto attached.

TO HAVE AND TO HOLD said property unto said party of the fourth part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit "A" are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter or diminish the liens or encumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby apecifically released. This release is executed by said mortgage trustees without covenant of warranty, either exprissed or implied, and shall be without recourse against such trustees or any of them in any event whatsoever.

IN WITNESS WHEREOF, said mortgage trustees have caused this indenture to be signed and acknowledged or approved by their respective presidents, vice presidents, assistant vice presidents, or trust officers, and have caused their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective assistant vice presidents, secretaries or assistant secretaries, or assistant cashiers, all as of the day and year first above written.

Signed, sealed and delivered on behalf of
Bankers Trust Company, as Trustee,
in presence of:
s/ L.M. Buchheit
L.M. BUCHHEIT
s/ Phyllis Bucchieri
PHYLLIS BUCCHIERI

BANKERS TRUST COMPANY, as Trustee,
By s/ T.J Moskie T.J. MOSKIE
ASSISTANT VICE PRESIDENT
ATTEST:
s/ J.G. Caden J.G. CADEN
ASSISTANT SECRETARY

Signed, sealed and delivered on behalf of
First National City Bank, as Trustee,
in presence of:
s/ T.F. Minori
T.F. MINORI
s/ F. DeStefano
F. DeSTEFANO

FIRST NATIONAL CITY BANK, as Trustee,
By s/ Ralph E. Johnson
TRUST OFFICER RALPH E. JOHNSON
ATTEST:
s/ J. S. Macey
ASSISTANT CASHIER J.S. MACEY

Signed, sealed and delivered on behalf of
Morgan Guaranty Trust Company of New York,
as Trustee, in presence of:
s/ E. Parets
E. PARETS
s/ J.M.Gaudioso
J.M. GAUDIOSO

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, as Trustee,
By s/ D.G. Hope
TRUST OFFICER D.G. HOPE
ATTEST:
s/ Henry J. Christy
ASSISTANT SECRETARY HENRY J. CHRISTY

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 28th day of August, in the year 1975, before me, J.E Fulwood, a notary public, personally appeared T.J. Moskie, to me known to be an Assistant Vice President of Bankers Trust Company, one of the corporations which executed the foregoing instrumen t, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 28th day of August, 1975.

s/ J. E. Fulwood
Notary Public, City, County and State of
New York My Commission Expires March 30, 1976

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS
CITY OF NEW YORK)

On this 2nd day of September, in the year 1975, before me, Enzo L. Carbocci, a notary public, personally appeared Ralph E. Johnson, to me known to be a Trust Officer of First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 2nd day of September, 1975.

s/ Enzo I. Carbocci
Notary Public
City, County and State of New York
My Commission Expires March 30, 1976

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS
CITY OF NEW YORK)

On this 5th day of September, in the year 1975, before me, Lorraine Fowler, a notary public, personally appeared D.G. Hope, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said D.G. Hope acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 5th day of September, 1975.

s/ Lorraine Fowler
Notary Public
City, County, and State of New York
My commission expires March 30, 1976

Superior, Wisconsin - Sale of former N.P. land to Dome Petroleum Corp. and Amoco Production Company.

EXHIBIT "A"

All those parts of the Northwest One Quarter (NW¼) of Section 31 and the Southwest Quarter (SW¼) of Section 30, Toenship 49, Range 13 West, Fourth Principal Meridian, and all those parts of the Northeast Quarter (NE¼) of Section 36, and the Southeast Quarter (SE¼) of Section 25, Township 49, Range 14 West, Fourth Principal Meridian, Superior, Douglas County, Wisconsin, described as follows:

Block Five (5) on West 17th Street, together with vacated portions of 28th Avenue East and 29th Avenue East appurtenant thereto and together with the bacated portion of West 17th Street appurtenant thereto.

The Northwesterly One Quarter of Block Six (6), on West 17th Street, together with the vacated portions of West 17th Street and 28th Avenue East appurtenant thereto.

The Southeasterly One Quarter of Block Eight (8) on West 17th Street that lies Easterly of the East line of Villard Avenue, together with those portions of vacated Villard Avenue, West 18th Street and 28th Avenue East appurtenant thereto.

Block Seven (7) on West 19th Street, together with those portions of vacated West 18th and West 19th Streets and 27th Avenue East and 28th Avenue East and Villard Avenue appurtenant thereto.

That part of Block Eight (8) on West 19th Street and lying Northerly of a line 250 feet Southerly of center line of the former Northern Pacific Railway Company ore dock line, measured at right angles, together with those portions of vacated West 19th and West 20th Streets and 27th Avenue East and 28th Avenue East appurtenant thereto.

The East One Half of the Southeast Quarter of Block Ten (10) on West 19th Street, together with those portions of vacated West 20th Street and 27th Avenue East appurtenant thereto.

Block Nine (9) on West 21st Street, together with those portions of vacated West 20th Street and 26th and 27th Avenues East appurtenant thereto.

That portion of the southerly one-half (½) of vacated West 20th Street, described as follows:

Beginning at a point in the southerly line of said West 20th Street distant Two Hundred Fifty (250) feet southerly, measured at right angles, from the center line of the former Northern Pacific Railway Company's Ore Dock track as now constructed and operated; thence northerly at right angles to the southerly line of said street to the center line thereof; thence easterly along said street center line to a line parallel with and distant Two Hundred Fifty (250) feet southerly, measured at right angles, from the center line of said Ore Dock track; thence westerly parallel with said Ore Dock track to the place of beginning.

Also that portion of the southerly one-half (½) of vacated West 19th Street described as follows:

Beginning at a point in the southerly line of said West 19th Street distant Two Hundred Fifty (250) feet southerly, measured at right angles, from the center line of said Ore Dock track; thence northerly at right angles to the southerly line of West 19th Street to the center line thereof; thence easterly along said street center line to the produced westerly line of vacated 28th Avenue, formerly Richardson Avenue; thence southerly along the produced westerly line of said 28th Avenue to a line parallel and distant Two Hundred Fifty (250) feet southerly, measured at right angles, from the center line of said Ore Dock track;thence westerly parallel with said westerly Ore Dock track to the place of beginning.

Excepting a 100-foot strip of land lying parallel with and distant 50 feet Northerly and 50 feet Southerly, measured at right angles, fromthe center line of former Northern Pacific Railway Company's Ore Dock track as the same is now constructed and operated.

All in the Townsite of Superior, in the City of Superior, Douglas County, Wisconsin.

STATE OF WISCONSIN } ss.
Department of State
Received this 26th day of November A. D. 19 75 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 337-339
s/ Douglas LaFollette
Secretary of State

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
UCC-3 Financing Statement

In Green Valley, Shawano County, Wisconsin described as follows:
Chicago and North Western Transportation Company Right of Way and Station Grounds; In the SW¼ of Section 24, Township 27 North, Range 18 East.

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of December A. D. 19 75 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 340
s/ Douglas LaFollette
Secretary of State
FILING # 8

Continued from Pg 77

SOO LINE RAILROAD COMPANY
UCC -3 Financing Statement

In Greenwood, Clark County, Wisconsin, described as follows:
Soo Line Railroad Company Right of Way and Station Grounds; in the NE¼, SE¼, Section 3, Township 26 North, Range 2 West.

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of December A. D. 19 75 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 340
s/ Douglas LaFollette
Secretary of State
FILING # 9

QUIT CLAIM DEED

THIS INDENTURE, Made by Chicago, Milwaukee, St. Paul and Pacific Railroad Company, having its principal offices at 516 Jackson Boulevard, Chicago, Ill 60606, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, hereby quit-claims to The Redevelopment Authority of the City of Beloit, Wisconsin, grantee, of Rock County, Wisconsin, for the sum of ($10.00) Ten Dollars, the following tract of land in Rock County, State of Wisconsin:

Lots 1 and 3 of a Certified Survey Map of Block 61, (now vacated) original plat of Beloit, also being Lots 126 to 148 Goodhue's Addition (now vacated) City of Beloit, Rock County, Wisconsin, recorded in the office of the Register of Deeds for Rock County, Wisconsin, August 8, 1975, at 1:30 P.M., Volume 5, pages 45,46 and 47 of Certified Survey Maps of Rock County, document no. 832766.

This conveyance is exempt under s.77.25(3) from the payment of Wisconsin Real Estate Transfer fee.

This conveyance is free from the Liens of Grantor's First Mortgage and all supplements thereto and of the General Mortgage and all supplements thereto, both dated as of January 1, 1944 and both recorded in the Office of the Secretary of State, State of Wisconsin, this conveyance free from said liens being permitted by Article XI, Section 2, of each of said mortgages.

In Witness Whereof, the said grantor, has caused these presents to be signed by E.J. STOLL, its Vice President, and countersigned by J.T. TAUSSIG, its Secretary, at Chicago, Ill., and its corporate seal to be hereunto affixed this 6th day of October, A.D., 1975.

SIGNED AND SEALED IN PRESENCE OF
s/ R.H. Keegan
R.H. KEEGAN
s/ L.M. King
L.M. KING

Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Corporate Name
COUNTERSIGNED E.J. STOLL, Vice President
J.T. TAUSSIG, Secretary

State of Illinois } ss
Cook County }

Personally came before me, this 6th day of October, A.D., 1975, E.J. Stoll, Vice President, and J.T. Taussig Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(S E A L)

Raymond H. Keegan, J.
Notary Public, Cook County,
My Commission Expires November 30, 1975

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of December A. D. 19 75 at 8 o'clock A. M. and recorded in Vol. 50 of Railroad Mortgage on page 340
s/ Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, betweeen Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369 to 424, inclusive, as supplemented and amended,

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to UNIVERSAL OIL PRODUCTS COMPANY - - - - - - all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the City of Bloomer, County of Chippewa, and the State of Wisconsin - - - - - - - - and described as follows, to wit:

That part of the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, of Section 9, Township 30 North, Range 9 West of the Fourth Principal Meridian, bounded and dexcribed as follows: Commencing at a point on the Easterly extension of the North line of 21st Avenue, distant 50 feet Southwesterly, measured at right angles, from the center line of the main track of the Chippewa Falls and Northern Railway Company (later the Chicago, St. Paul, Minneapolis and Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 9; thence Southeasterly parallel with said original main track center line a distance of 37.6 feet to the point of beginning of the parcel of land herein described; thence continuing Southeasterly parallel with said original main track center line a distance of 540 feet; thence Northeasterly at right angles to the last described course a distance of 20 feet, More or less, to a point distant 30 feet Southwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as said main track is now located; thence Northwesterly parallel with said last described main track center line a cistance of 540 feet, more or less, to a point on a lin e drawn at right angles to said original main track center line through the point of beginning; thence Southwesterly along said last described right angle line a distance of 20 feet, more or less, to the point of beginning.

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Aritcle Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to UNIVERSAL OIL PRODUCTS COMPANY - - - - - - - - -

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continunity of its lines of railway is not and will not thereby he broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corpora te seal to be hereunto affixed and attested by its Assistant Trust Officer, this 11th day of June, 1975.

MANUFACTURERS HANOVER TRUST COMPANY
By s/
Its Assistant Vice President

ATTEST:
s/
Its Assistant Trust Officer

Signed, Sealed and Delivered in
Presence of:
s/ W.F. Tobin
W.F. TOBIN
s/ T.C. Knight
T.C. KNIGHT

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, KATHLEEN C. KELLY, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that D.A. URSITTI, JR. and JOHN GENERALE, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

Given under my hand and official seal this 11th day of June A.D. Nineteen Hundred and Seventy-Five.

s/ Kathleen C. Kelly
KATHLEEN C. KELLY
My Commission Expires March 30, 1976

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of December A. D. 19 75 at 8 o'clock A. M. and recorded in Vol. 50 of Railroad Mortgages on page 341
s/ Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto UNIVERSAL OIL PRODUCTS COMPANY - - - - - -all of the right, title and interest and every claim and demand whatsoever which said Moartgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the City of Bloomer, County of Chippewa, and the State of Wisconsin - - - - - - - - - - - - - - - and described as follows, to wit:

That part of the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, of Section 9, Township 30 North, Range 9 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at a point on the Easterly extension of the North line of 21st Avenue, distant 50 feet Southwesterly, measured at right angles, from the center line of the main track of the Chippewa Falls and Northern Railway Company (later the Chicago, St. Paul, Minneapolix and Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 9; thence Southeasterly parallel with said original main track center line a distance of 37.6 feet to the point of beginning of the parcel of land herein described; thence continuing Southeasterly parallel with said original main track center line a distance of 540 feet; thence Northeasterly at right angles to the last described course a distance of 20 feet, more or less, to a point distant 30 feet Southwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as said main track is now located; thence Northwesterly parallel with said last described main track center line a distance of 540 feet, more or less, to a point on a line drawn at right angles to said original main track center line through the point of beginning; thence Southwesterly along said last described right angle line a distance of 20 feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remanider of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 11th day of June A.D., Nineteen Hundred and Seventy-Five.

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.
s/
s/

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,
By s/
VICE PRESIDENT
Attest s/
SECRETARY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ELLIS A. BROCK, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that PAUL J. WEIR and R.J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 11th day of June A.D., Nineteen Hundred and Seventy-Five.

s/ Ellis A. Brock
NOTARY PUBLIC
in and for the County of Cook in the
State of Illinois.

My Commission as such Notary
Public Expires October 3, 1977.

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of December A. D. 19 75 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 342
s/ Douglas LaFollette
Secretary of State

EASEMENT DEED NO. 79390

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Sauk, and the State of Wisconsin, to wit:

Those lands in the SW¼ - NW¼ of Section 4, T 10 N, R 7 E thereof, located from a highway reference line described as follows: Commencing at a point on the west line of said Section 4, 31.6 feet north of its west quarter corner; Thence N 89° 12' E, 359.80 feet; Thence N 2° 41' E, 630.35 feet to the point of beginning of reference line "A"; Thence continuing N 2° 41' E, 246 feet to the point of ending of said reference line "A".

Said parcel includes all that land of the Grantor lying between the above-described reference line "A" and the westerly right of way limits of existing S.T.H. 113 as it exists on April 1, 1974 and a line located 75 feet easterly of and parallel to the above-described reference line "A".

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any king whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purposes.

Dated this 17th day of September, 1975.

Signed, Sealed and Delivered in Presence of:
s/ M.F. Chatterton
M.F. CHATTERTON

s/ Dorthelia Bryant
DORTHELIA BRYANT

CHICAGO AND NORTH WESTERN TRANSPORTATION CO.
By s/ Robert W. Mickey
ROBERT W. MICKEY, ASSISTANT VICE PRESIDENT

Attest s/ G.L. Vargason
G.L. VARGASON, ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 17th of September, 1975.

s/ Helen M. Wright
Notary Public, in and for the County of Cook in the State of Illinois

My Commission Expires March 9, 1978

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN)
Department of State) ss.
Received this 22nd day of December A. D. 19 75 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 343
s/ Douglas La Follette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS - - - - - - - -

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and

Deed of Trust, as supplemented and amended, in and to the property situated in the Counties of Rock and Jefferson, and the State of Wisconsin ---------- and described as follows, to wit:

IN TOWNSHIP 3 NORTH, RANGE 13 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ROCK COUNTY:

A strip of land 100 feet in width extending over and across the Northwest Quarter of Section 5, said strip of land being 63 feet in width on the Northwesterly side and 37 feet in width on the Southeasterly side of the center line of the main track of the Rock River Valley Union Railroad Company (later the Chicago St. Paul and Fond du Lac Railroad Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 5.

ALSO: A strip of land 130 feet in width extending over and across the Northwest Quarter of the Southwest Quarter of said Section 5, said strip of land being 65 feet in width on each side of said original main track center line.

ALSO: A strip of land 130 feet in width extending over and across the Southeast Quarter of Section 6; the West Half of the Northeast Quarter, and the Southeast Quarter of the Northwest Quarter of Section 7, said strip of land being 65 feet in width on each side of the center line of the main track of said Transportation Company, as originally located and established over and across said Section 6 and 7.

ALSO: A strip of land 130 feet in width extending over and across that part of the Northeast Quarter of the Southwest Quarter of said Section 7 lying Easterly of the center line of a public road known as Kennedy Road, said strip of land being 65 feet in width on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Southwest Quarter of said Section 7 lying Westerly of the center line of said Kennedy Road, said strip of land being 63 feet in width on the Northwesterly side and 37 feet in width on the Southeasterly side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across part of the West Half of the Northwest Quarter of Section 18, said strip of land being 63 feet in width on the Northwesterly side and 37 feet in width on the Southeasterly side of the center line of the main track of said Transportation Company, as originally located and established over and across said Section 18, and lying Northeasterly of the Northeasterly line of U.S. Highway No. 14.

IN TOWNSHIP 4 NORTH, RANGE 13 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ROCK COUNTY:

A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, the East Half of the Northwest Quarter, and the Southwest Quarter of Section 2; the Southeast Quarter of the Southeast Quarter of Section 3; the North east Quarter, the Southeast Quarter of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 10; the East Half of the Northwest Quarter of Section 15; the Southeast Quarter of the Northeast Quarter, and the East Half of the Southeast Quarter, of Section 21; the West Half of the Northwest Quarter of Section 22; the Northeast Quarter of the Northeast Quarter, and the East Half of the Southwest Quarter, of Section 28, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of the Chicago St. Paul and Fond du Lac Railroad Company and the Chicago and North Western Railway Company (both now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 2, 3, 10, 15, 21, 22 and 28.

ALSO: That part of the North fractional Half of the Northeast fractional Quarter of said Section 2, bounded and described as follows: Beginning at a point on the North line of said Section 2, distant 61 feet Southeasterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 1,200 feet; thence Westerly parallel with the North line of said Section 2 to a point distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line to a point on the South line of said North fractional Half of the Northeast fractional Quarter of Section 2; thence Westerly along said South line to a point on the West line of said Northeast fractional Quarter of Section 2; thence Northerly along said West line to a point, distant 56 feet Northwesterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line to a point distant 1,200 feet Southwesterly, measured along said (last described) parallel line from its intersection with the North line of said Section 2; thence Westerly parallel with said North line of Section 2 to a point distant 106 feet Northwesterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 1,200 feet to a point on the North line of said Section 2; thence Easterly along said North line of Section 2 to the point of beginning.

ALSO: A strip of land 100 feet in width extending over and across the Northwest Quarter of the Southeast Quarter of said Section 10, said strip of land being 40 feet in width on the Northwesterly side and 60 feet in width on the Southeasterly side of said original main track center line.

ALSO: That part of the Southwest Quarter of said Section 15, bounded and described as follows: Beginning at a point on the South line of said Section 15, distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 775.5 feet (47 Rods); thence Southeasterly at right angles to the last described course a distance of 218.46 feet (4 Rods, 2 chains, and 31 links); thence Northeasterly along a straight line a distance of 1,337.82 feet (20 chains and 27 links) to a point distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line to a point on the North line of said Southwest Quarter of Section 15; thence Westerly along said North line to a point distant 56 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line to a point on the South line of said Section 15; thence Easterly along said South line of Section 15, to the point of beginning.

ALSO: That part of the West Half of the Northeast Quarter of said Section 28, bounded and described as follows: Commencing at a point on the Northeasterly line of Madison Avenue, distant 50 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 460 feet; thence Northwesterly radial to the last described course a distance of 6 feet to the point of beginning of the parcel of land herein described; thence Northeasterly parallel with and distant 44 feet Southeasterly measured radially, from said original main track center line, a distance of 675 feet, more or less, to a point on the East line of the West Half of the Northeast Quarter of said Section 28; thence Northerly along said East line to a point distant 56 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 1,060 feet, more or less, to a point distant 360 feet Northeasterly, measured along said (last described) parallel line, from its intersection with the Northeasterly line of said Madison Avenue; thence Southeasterly radial tothe last described course a distance of 35 feet, more or less, to a point distant 8.5 feet Northwesterly, measured at right angles or radially, from the center line of Chicago and North Western Transportation Company Spur Track ICC No. 15, as

said spur track is now located; thence Southwesterly parallel with said spur track center line a distance of 355 feet, more or less, to a point on the Northeasterly line of said Madison Avenue; thence Southeasterly along said Northeasterly line of Madison Avenue a distance of 45 feet, more or less, to a point distant 20 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with said last described main track center line a distance of 455 feet, more or less, to a point on a line drawn radially to said original main track center line through the point of beginning; thence Southeasterly along said last described radial line a distance of 24 feet, more or less, to the point of beginning.

ALSO: That part of the Southwest Quarter of the Northeast Quarter of said Section 28, bounded and described as follows: Beginning at a point on the South line of the Northeast Quarter of said Section 28, distant 20 feet Northwesterly, measured at right angles, from the center of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with said main track center line a distance of 340 feet, more or less, to a point distant 40 feet Northeasterly, measured at right angles, from the Northwesterly extension of the Northeasterly line of Lot 4 of Morgan's Addition to Milton Junction; thence Northwesterly parallel with said Northeasterly line, extended, of Lot 4, a distance of 5 feet, more or less, to a point distant 25 feet Northwesterly, measured at right angles, from said main track center line; thence Northeasterly parallel with said main track center line a distance of 650 feet, more or less, to a point on the Southwesterly line of Madison Avenue; thence Southeasterly along said Southwesterly line of Madison Avenue to a point distant 20 feet Southeasterly, measured at right angles, from said main track center line; thence Southwesterly parallel with said maintrack center line a distance of 975 feet, more or less, to a point on the South line of said Northeast Quarter of Section 28; thence Westerly along said South line of the Northeast Quarter of Section 28 to the point of beginning.

ALSO: A strip of land 66 feet in width extending over and across part of the Southeast Quarter of the Northwest Quarter, and part of the Northeast Quarter of the Soutwest Quarter of said Section 28, said strip of land being 39 feet in width on the Westerly and Southwesterly side, and 27 feet in width on the Easterly and Northeasterly side of the center line of a track (now removed) connecting the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company) and the main track of the Milwaukee and Mississippi Railway Company (now the Chicago Milwaukee St. Paul and Pacific RailRoad Company), as said connecting track was originally located and as described in that certain Quit Claim Deed dated January 29, 1861, between Susan J. Babcock and the Chicago and North Western Railway Company, recorded in the Register's office of Rock County, February 22, 1861, in Volume 47 of Deeds on Page 194, and said strip of land being bounded on the Southerly side by the Northwesterly line of said above described 100 foot wide strip of land, and bounded on the Northwesterly side by the Southwesterly right of way line of said Chicago Milwaukee St. Paul and Pacific Rail Road Company.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northwest Quarter of the Southeast Quarter of said Section 28 lying Southwesterly of the Southwesterly (Wye track) right of way line of the Chicago Milwaukee St. Paul and Pacific Rail Road Company, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of said original (Chicago St. Paul and Fond du Lac Railroad Company) main track center line.

ALSO: A strip of land 100 feet in width extending over and across the Southeast Quarter of the Northeast Quarter of Section 32, and the Northwest Quarter of Section 33, said strip of land being 63 feet in width on the Northwesterly side and 37 feet in width on the Southeasterly side of the center line of the main track of the Rock River Valley Union Railroad Company (later the Chicago St. Paul and Fond du Lac Railroad Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 32 and 33.

ALSO: A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southwest Quarter, and the West Half of the Southeast Quarter of said Section 32, said strip of land being 54 feet in width on the Northwesterly side and 46 feet in width on the Southeasterly side of said original main track center line.

ALSO: A strip of land 99 feet (6 Rods) in width extending over and across the Northeast Quarter of the Southeast Quarter of said Section 32, said strip of land being 49.5 feet in width on each side of said original main track center line.

IN TOWNSHIP 5 NORTH, RANGE 13 EAST OF THE FOURTH PRINCIPAL MERIDIAN, JEFFERSON COUNTY:

A strip of land 100 feet in width extending over and across part of the Southeast Quarter of Section 25, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of the Chicago St. Paul and Fond du Lac Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 25, and lying Southwesterly of a line drawn at right angles to said original main track center line at a point thereon distant 1,373.7 feet Southwesterly from its intersection with the East line of said Section 25.

ALSO: A strip of land 100 feet in width extending over and across the East Half of the Southeast Quarter of Section 35; the South Half of the Northwest Quarter, and the West Half of the Southwest Quarter of Section 36, said strip of land being 56 feet in width on the Northwesterly side and 44 feet in width on the Southeasterly side of the center line of the main track of said Transportation Company, as originally located and established over and across said Sections 35 and 36.

ALSO: That part of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter, of said Section 36, bounded and described as follows: Beginning at a point on the North line of said Section 36 distant 56 feet Northwesterly, measured at right angles from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 550 feet, more or less, to a point on a line drawn at right angles to said original main track center line at a point thereon distant 600 feet Southwesterly from its intersection with the North line of said Section 36; thence Southeasterly at right angles to the last described course a distance of 25 feet to a point distant 31 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 630 feet, more or less, to a point on a line drawn radially to said original main track center line at a point thereon distant 1,234 feet Southwesterly from its intersection with the North line of said Section 36; thence Northwesterly radial to the last described course a distance of 25 feet to a point distant 56 feet Northwesterly, measured radially from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 550 feet, more or less, to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 36; thence Easterly along said South line a distance of 145 feet, more or less, to a point distant 44 feet Southeasterly measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 460 feet, more or less, to a point on a line drawn radially to said original main track center line at a point thereon distant 1,234 feet

Southwesterly from its intersection with the North line of said Section 36; thence Northwesterly along said last described radial line a distance of 25 feet to a point distant 19 feet Southeasterly, measrued radially, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 635 feet, more or less, to a point on a line drawn at right angles to said original main track center line at a point thereon distant 600 feet Southwesterly from its intersection with the North line of said Section 36; thence Southeasterly at right angles to the last described course a distance of 25 feet to a point distant 44 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 640 feet more or less, to a point on the North line of said Section 36; thence Westerly along said North line of Section 36 a distance of 140 feet, more or less to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 3rd day of November, A.D. Nineteen Hundred and Seventy-Five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

ATTEST:
s/ T.F. Grove
T.F. GROVE ASSISTANT SECRETARY

By s/ A.R. Menard
A.R. MENARD VICE PRESIDENT

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:
s/ T. Olson T. OLSON
s/ R.E. Schuten R.E. SCHUTEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kurt Breuer a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that A.R. Menard and T.F. Grove to me personally known and known to me to be respectibely a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument appeared before me this day in person, and being first duly sworn by me, did severally depose and say that A.R. Menard resides in Oak Park, Illinois and that T.F. Grove resides in Geneva Illinois and they severally acknowledged to me that they are respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd day of November A.D., Nineteen Hundred and Seventy-Five.

s/ Kurt Breuer
KURT BREUER NOTARY PUBLIC
in and for the County of Cook in the State of Illinois

My Commission as such Notary Public
Expires Jan. 30, 1977

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State }
Received this 29th day of December A.D. 19 75 at 8 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 343-346
s/ Douglas La Follette
Secretary of State

DEED NO. 79274

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison, St. Chicato, Illinois, for the consideration of TWELVE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($12,100.00), conveys and quitclaims to WISCONSIN ELECTRIC POWER COMPANY of Milwaukee, Wisconsin Grantee, all interest in the following described real estate situated in the City of Glendale, County of Milwaukee, and the State of Wisconsin to wit:

That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 8 North, Range 21 East, and the Northwest Quarter of the Northwest Quarter of Section 30, Township 8 North, Range 22 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Northeast corner of said Section 25; thence due West along the North line of said Section 25, a distance of 687.93 feet to a point on the center line of the main track of the Chicago Milwaukee St. Paul and Pacific Railroad Company, as now located; thece S 18° 25' E along said main track center line, a distance of 660.44 feet to a point distant 75 feet Southerly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as now located; thence S 89° 16' 30" E parallel with said last described main track center line, a distance of 796.99 feet to a point distant 50 feet Northwesterly, measured radially from the center line of a connecting track (now removed) of the Chicago and North Western Transportation Company which connected the aforesaid main tracks, for the point of the beginning of the parcel of land herein described; thence Southwesterly parallel with the

center line of said connecting track, said parallel line being a curve concave to the Southeast and having a radius of 798.00 feet (the long chord of which bears S 48° 40' W and has a length of 620.92 feet), an arc distance of 637.89 feet to a point on the Northeasterly right of way line of the Wisconsin Electric Power Company; thence S 18° 25' E along said Northeasterly right of way line, a distance of 375 feet to a point distant 150 feet Southeasterly, measured radially, from the center line of said connecting track; thence Northeasterly parallel with said connecting track center line, a distance of 775 feet to an intersection with a line drawn on a bearing of S 18° 25' E from the point of beginning; thence N 18° 25' W, a distance of 200 feet, to the point of beginning.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing drainage, driveways roads, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said primises, including the repair, reconstruction and replacement thereof.

By the acceptance of this conveyance the Grantee for itself, it successors and assigns, hereby agrees to forever release the Grantor, its successors or assigns, from any and all obligations to furnish any driveway or other means of entry either to or from said above described real estate whether such obligations are imposed by Statute or otherwise.

Grantee, its successors and assigns, will not require Grantor, its successors and assigns, to construct or maintain a fence along the Northeasterly line of said above described real estate; however, if Grantee, its successors and assigns, install a fence along said Northeasterly line, Grantee, its successors and assigns, will install and maintain said fence at its sole cost and expense.

DATED this 8th day of July, 1975.

Signed, Sealed and Delivered in Presence of:

s/ Janet Scott
JANET SCOTT

s/ M.F. Chatterton
M.F. CHATTERTON

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By s/ Robert W. Mickey
ROBERT W. MICKEY, ASSISTANT VICE PRESIDENT

Attest s/ G.L. Vargason
G.L. VARGASON, ASSISTANT SECRETARY

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Marilyn J. Klein, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectibely, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed tothe foregoing instrument, appeared before me this day in person, and being first duly sworn by me severally acknowledged to me that they are, respectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th of July, 1975.

s/ Marilyn J. Klein
Notary Public, in and for the County of Cook, in the State of Illinois.
Marilyn J. Klein

My Commission Expires: June 17, 1978

STATE OF WISCONSIN
Department of State } ss.
Received this 5th day of January A. D. 19 76 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 346 & 347
s/ Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WISCONSIN ELECTRIC POWER COMPANY - - -

the southeast, with a raduis of 2864.789 feet and a long chord of 494.309 feet, bearing North 74° 32' 40.19 East, a distance of 494.924 feet to a point of compound curve; thence easterly along the arc of compound curve, concave to the southeast, with a radius of 2320.341 feet and a long chord of 355.221 feet, bearing North 83° 53' 01.51" East, a distance of 355.569 feet to a point of tangency; thence North 88° 16' 25.52" East, 82.891 feet to a point of ending of the Reference Line on the east line of the aforesaid Southeast ¼ Section, located North 00° 05' 29.36" West, 419.753 feet of the southeast corner of said Section 6.

Also, that portion of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad in the above said Southeast ¼ of Section 6, more particularly described as follows: Beginning at the point on the north line of said railroad right of way, said point being located 85 feet southerly of and measured at right angles to the Reference Line described above; thence southwesterly and at right angles to the north line of said railroad right of way, 100 feet, more or less, to the south line of said railroad right of way; thence northwesterly along the south line of said railroad right of way to a point of intersection with a line; said line being located 85 feet southerly of and measured at right angles and/or radially to the Reference Line described above; thence northeasterly along above said line to the north line of said railroad right of way, the point of beginning.

This parcel contains 0.62 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, all existing futrue or potential common law or statutory easements or rights of access to relocated Brown Deer Road, currently designated as S.T.H. 74, and all of the abutting remaining real property of the owner, whether acquired by seperate conveyance or otherwise, where the following described real estate abuts on the said highway: That part of the said railroad right of way in the Southeast ¼ of Section 6, Township 8 North, Range 21 East, lying norterly of and southerly of the 160 foot strip of land described above on which a permanent highway easement was conveyed.

The above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns, and is subject to any and all public or private utilities now located on the above described real estate. Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair, and renew such of its facilities as are now or such additional facilities as in the future may be located over, upon or across the real estate above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by W.L. Smith, its President, and countersigned by J.T. Taussig, its Secretary, at Chicago, Illinois, and its corporate seal to be hereunto affixed, this 28th day of November, A.D., 1975.

Signed and Sealed in Presence of
s/ J.M. Rekar J.M. REKAR
s/ L.M. King L.M. KING

Chicago, Milwaukee, St. Paul and Pacific Railroad Company Corporate Name
s/ W.L. Smith President
Countersigned:
s/ J.T. Taussig Secretary

Personally came before me, this 28th day of November, A.D., 1975, W.L. Smith, President and J.T. Taussig, Secretary of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

s/ Raymond H. Keegan Jr.
Raymond H. Keegan, Jr. Notary Public, Cook County, Illinois My Commission Expires Nov. 30 1975

STATE OF WISCONSIN, Department of State, ss.
Received this 5th day of January A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of Railroad Mortgage on page 348 & 349
s/ Douglas La Follette
Secretary of State

THIS INDENTURE, Made this 17th day of January, 1929, between WISCONSIN CENTRAL RAILWAY COMPANY, a Wisconsin corporation, party of the first part and WAUKESHA ASBESTOS COMPANY, a corporation, party of the second part;

WITNESSETH, That the first party, in consideration of the sum of One Hundred Fifty Dollars ($150.00) to it in hand paid by the second party, receipt whereof is hereby acknowledged, does hereby Grant, Bargain Sell and Convey unto the second party, its successors and assigns, FOREVER, all the tract or parcel of land lying and being in the City and County of Waukesha and State of Wisconsin, to-wit:

All that part of the Southwest quarter of the Northwest quarter (SW¼ NW¼) of Section Two (2), in Twonship Six (6) North, of Range Nineteen (19) East, more particularly described as follows: beginning at the Northeast corner of Lot Forty-five (45) in Daniel Wells Jr's recoreded Plat of Prairieville Village, now Waukesha; thence East on a straight line extension of the North line of said Lot Forty-five (45) a distance of thirty-six (36) feet; thence southwesterly in a straight line to the Southeast corner of said Lot Forty-five (45); thence North along the East line of said Lot Forty-five (45) to the place of beginning.

TO HAVE AND TO HOLD THE SAME, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, excepting all buildings improvements and facilities now located upon any part of the land hereby conveyed, to the second party, its successors and assigns FOREVER, And the first party, for itself its successors and assigns, does covenant with the second party its successors and assigns, that it is well seized in fee of the lands aforesaid, but not of said buildings and improvements now located thereon, and has good right to sell and convey said lands in manner and form aforesaid; that said lands are free from all encumbrances except any taxes or assessments or installments thereof not now due or payable; and the above Bargained and Granted lands, but not said buildings and improvements located thereon, in the quiet and peaceful possession of the second party, its successors and assigns against all persons lawfully claiming or to claim the whole or any part thereof, the first party will Warrant and Defend subject to said taxes or assessments or installments thereof not now due or payable.

The Minneapolis, St. Paul & Sault St. Marie Railway Company, a Wisconsin corporation, lessee of all lines of railway, properties and franchises of the first party under and by virtue of that certain ninety-nine year lease dated April 1, 1909, joins in the execution of this indenture as evidence of its assent to this conveyance and the release of its leasehold interests in and to the lands hereby conveyed, and not otherwise.

IN TESTIMONY WHEREOF, the first party, and said Minneapolis, St. Paul & Sault Ste. Marie Railway Company as said lessee, have caused this indenture to be executed by their respective proper officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:
s/ A.M. Sheridan
s/ R.W. O'Hara

s/ A.M. Sheridan
s/ R.W. O'Hara

WISCONSIN CENTRAL RAILWAY COMPANY,
By s/
Its President
Countersigned:
s/
Its Asst. Secretary

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY,
By s/
Its President
Countersigned:
s/
Its Asst. Secretary

STATE OF MINNESOTA)) SS
COUNTY OF HENNEPIN)

On this 27th day of February A.D., 1929, before me a Notary Public within and for said County, personally appeared C.T. Jaffray and J.E. Olson to me personally known, who, being by me duly sworn did say that they are respectively the President and Asst. Secretary of Wisconsin Central Railway Company, the corporation named in the foregoing instrument and that the seal affixed to said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said C.T. Jaffray and J.E. Olson acknowledged said instrument to be the free act and deed of said corporation.

s/ J. E. Westlake
Notary Public, Hennepin County, Minnesota
My Commission will expire March 12, 1931

STATE OF MINNESOTA)) SS
COUNTY OF HENNEPIN

On this 27th day of February A.D., 1929, before me, a Notary Public within and for said County, personally appeared C.T. Jaffray and J.E. Olson to me personally known, who, being by me duly sworn did say that they are respectively the President and Asst. Secretary of Minneapolis, St. Paul & Sault Ste. Marie Railway Company, the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said C.T. Jaffray and J. E. Olson acknowledged said instrument to be the free act and deed of said corporation.

s/ J.E. Westlake
Notary Public, Hennepin County, Minnesota
My Commission will expire March 12, 1931

STATE OF WISCONSIN, Department of State, ss.
Received this 5th day of January A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of Railroad Mortgage on page 349 & 350
s/ Douglas La Follette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Truste"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCIAIM unto TISHIM LUMBER INC., a Wisconsin Corporation, of New Berlin, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under through or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended in and to the property situated in the County of Waukesha, and State of Wisconsin, and described as follows, to wit:

That part of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section Three (3), Township Six (6) North, Range Twenty (20) East, described as follows, to wit: Beginning at a point on the East line of County Trunk Highway "KX" as the same is now located and established, distant Fifty-Three and One-Tenth (53.1) feet North as measured perpendicularly from the centerline of the main track of the Chicago and North Western Railway Company (formerly the Chicago, Milwaukee and North Western Railway Company); thence North along said East line to a point One Hundred Fifty (150) feet North as measured perpendicularly from said centerline; thence East parallel with said centerline a distance of Nine Hundred Fifty (950) feet; thence South parallel with said East line of County Trunk Highway "KX" to a point distant Fifty-Three and One-Tenth (53.1) feet North as measured perpendicularly from said centerline of the main track; thence Westerly parallel with said centerline to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 19th day of January A.D., Nineteen Hundred and Sixty-Two.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,
s/ W.K. Stevens
W.K. STEVENS VICE PRESIDENT

ATTEST:
s/ A.R. Menard
A.R. MENARD ASSISTANT SECRETARY

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:
s/ A.E. Grinton A.E. GRINTON
s/ Geotge Speir GEORGE SPEIR

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, J.E.MATZKE a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W.K. STEVENS and A.R. MENARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W.K. STEVENS resides at Hinsdale, Illinois and that A.R. MENARD resides at Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and volutary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 19th day of January A.D., Nineteen Hundred and Sixty-Two.

s/ J.E. Matzke
J.E. MATZKE NOTARY PUBLIC
In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires May 31, 1965

STATE OF WISCONSIN / ss.
Department of State
Received this 9th day of
January A. D. 19 62 at 10
o'clock A. M. and recorded in Vol.
50 of Railroad Mortgages
on pages 350 & 351
s/ Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company), recorede in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto TISHIM LUMBER, INC., a Wisconsin Corporation, of New Berlin, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in under through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated inthe County of Waukesha, and State of Wisconsin, and described as follows, to wit:

That part of the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}$ $NW\frac{1}{4}$) of Section Three (3), Township Six (6) North, Range Twenty (20) East, described as follows, to wit: Beginnig at a point on the East line of County Trunk Highway "KX" as the same is now located and established, distant Fifty-Three and One-Tenth (53.1) feet North as measured perpendicularly fromthe centerline of the main track of the Chicago and North Western Railway Company (formerly the Chicago, Milwaukee and North Western Railway Company); thence North along said East line to a point One Hundred Fifty (150) feet North as measured perpenducularly from said centerline; thence East parallel with said centerline a distance of Nine Hundred Fifty (950) feet; thence South parallel with said East line of County Trunk Highway "KX" to a point distant Fifty-Three and One-Tenth (53.1) feet North as measured perpendicularly from said centerline of the main track; thence Westerly parallel with said centerline to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 26th day of January A.D., Nineteen Hundred and Sixty-Two.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,
s/ H.A. Basham, Jr.
H.A. BASHAM, JR. VICE PRESIDENT

ATTEST:
s/ J.M. Doyle
J.M. DOYLE ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY
s/ O.G. Estes O.G. ESTES
s/ J. Owens J. OWENS

This is Page 2 of a release dated January 26, 1962, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, as supplemented and amended certain property located in the County of Waukesha, and State of Wisconsin.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, HARRISON J. LAFMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H.A. Basham, Jr. and J.M. Doyle to me personally known and known to me to be, respectibely, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me did severally depose and say that H.A. Basham, Jr. resides 261 West 11th Street, New York, N.Y. and that severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 26th day of January A.D., Nineteen Hundred and Sixty-Two.

s/ Harrison J. Lafmmerhirt
NOTARY PUBLIC
In and for the County of New York in the State of New York.

My commission as such
Notary Public Expires March 30, 1963

STATE OF WISCONSIN / ss.
Department of State
Received this 9th day of
January A. D. 19 62 at 10
o'clock A. M. and recorded in Vol.
50 of Railroad Mortgages
on pages 351 & 352
s/ Douglas LaFollette
Secretary of State

DEED NO 69441

This Indenture, Made this Eleventh day of December A.D. 1961 between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part and TISHIM LUMBER INC., a Wisconsin Corporation of New Berlin, Wisconsin party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Seven Thousand Three Hundred Eighty Five and No/100 (7,385.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece, or parcel of land, situated, lying and being in the County of Waukesha and State of Wisconsin and known and described as follows, to-wit:

That part of the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}$ $NW\frac{1}{4}$) of Section Three (3), Township Six (6) North, Range Twenty (20) East, described as follows, to wit: Beginning at a point on the East line of County Trunk Highway "KX", as the same is now located and established, distant Fifty-Three and One-Tenth (53.1) feet north as measured perpendicularly from the centerline of the main track of the Chicago and North Western Railway Company (formerly the Chicago, Milwaukee and North Western Railway Company); thence north along said East line to a point One Hundred Fifty (150) feet north as measured perpendicularly from said centerline; thence east parallel with said centerline a distance of Nine Hundred Fifty (950) feet; thence south parallel with said East line of County Trunk Highway "KX" to a point distant Fifty-Three and One-Tenth (53.1) feet north as measured perpendicularly from said centerline of the main track; thence westerly parallel with said centerline to the point of beginning.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever.

This instrument was drafted by:
Frank W. Carroll

IN WITNESS WHEREOF, the said CHCAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
By S/ C.J. Fitzpartick
C.J. FITZPATRICK PRESIDENT

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:
s/ Opal T. Morgan OPAL T. MORGAN
s/ Vincent J. Luisi VINCENT J. LUISI

Attest s/ T.A. Ross
T.A. ROSS SECRETARY
Approved s/ C.S. Anderson
C.S. ANDERSON CHIEF TITLE OFFICER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Irene E. Paulson, a Notary Public duly commissioned and qualified in and for the Coutny and State aforesaid, do hereby certify that C.J.FITZPATRICK and T.A. ROSS to me personally known and known to me to be, respectively, President and Secretary of Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectibely President and Secretary of said corporation; that as such officers they signed sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and pruposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 11th day of December, A.D. 1961.

My Commission as such
Notary Public expires October 5, 1963

s/ Irene E. Paulson
Notary Public, in and for the County of Cook,
in the State of Illinois.

STATE OF WISCONSIN
Department of State } ss.
Received this 25th day of
January A. D. 19 76 at 10
o'clock A. M. and recorded in Vol.
50 of Railroad Mortgages
on page 353& 353
s/ Douglas LaFollette
Secretary of State

DEED NO. 72990

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of ONE THOUSAND FIVE HUNDRED and No/100 DOLLARS ($1,500.00), conveys and quitclaims to JOSEPH J. TISHIM, GRANTEE, all interest in the following described real estate situated in the County of Waukesha, and the State of Wisconsin, to wit:

That part of the Northwest Quarter of Section 3, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at a point on the East line of County Trunk Highway "KX", as the same is now lacated and established, distant 150 feet North, as measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company (formerly the Chicago, Milwaukee & North Western Railway Company), as originally located and established; thence East, parallel with said main track center line, a distance of 950 feet to the point of beginning of the parcel of land herein described; thence continue East parallel with said main track center line, a distance of 317 feet, more or less, to a point distant 1,300 feet East, as measured parallel with said main track center line from the West line of the Northwest Quarter of said Section 3; thence Southeasterly along a straight line to a point distant 1,500 feet East of the West line of the Northwest Quarter of said Section 3, as measured along a line drawn parallel with and distant 50 feet Northerly, as measured at right angles, from said main track center line; thence Westerly parallel with said main track center line to a point on a line drawn parallel with the East line of said County Trunk Highway "KX" from the above described point of beginning; thence Northerly parallel with said East line, a distance of 100 feet, more or less, to the point of beginning Excepting therefrom that part, if any, that lies Southerly of a line drawn parallel with and distant 50 feet Northerly, as measured at right angles, from the center line of the main track of said Railway Company, as said main track is now located and established.

Excepting and reserving, however, unto the Grantor, its successors and assigns forever, the ownership of all coal, oil, gas, casinghead gas, and all minerals of every kind and nature in, on or under the surface of the land hereinabove described, together with the full right and license at any and all times to enter upon said land to explore or drill for, and to protect conserve, mine, drill take, remove and market any and all such products in any manner which will not interfere with the use by the Grantee of the surface of the property hereby conveyed.

Reserving, however unto the Grantor, its lesses, licensees, successors and assigns, the right to maintain operate, use, reconstruct and replace any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities on said premises.

DATED this Ninth day of June, 1966.

Signed, Sealed and Delivered in Presence of:
s/ V.J. Luisi
s/ R.C. Wilson

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
By s/ I. Robert Ballin
I. ROBERT BALLIN VICE PRESIDENT
Attest s/ T.A. Ross
T.A. ROSS SECRETARY
Approved s/ L.J. Postmus
L.J.POSTMUS-CHIEF CLOSING OFFICER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, A.S. Fleck, a Notary Public duly commissioned and qualified in and for the Coutny and State aforesaid, DO HEREBY CERTIFY that I. ROBERT BALLIN and T.A. ROSS, to me personally known and known to me the be, respectively, Vice President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this Ninth of June, 1966.

My Commission Expires August 23, 1966

s/ A.S. Fleck A.S. FLECK
Notary Public, in and for the County of Cook,
in the State of Illinois.

STATE OF WISCONSIN
Department of State } ss.
Received this 25th day of
January A. D. 19 76 at 10
o'clock A. M. and recorded in Vol.
50 of Railroad Mortgages
on page 353& 354
s/ Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture or Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto JOSEPH J. TISHIM all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Waukesha, and State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter of Section 3, Township 6 North Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at a point on the East line of County Trunk Highway "KX", as the same is now located and established, distant 150 feet North, as measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company (formerly the Chicago, Milwaukee & North Western Railway Company), as originally located and established; thence East, parallel with said main track center line, a distance of 950 feet to the point of beginning of the parcel of land herein described; thence continue East parallel with said main track center line, a distance of 317 feet, more or less, to a point distant 1,300 feet East, as measured parallel with said main track center line, from the West line of the Northwest Quarter of said Section 3; thence Southeasterly along a straight line to a point distant 1,500 feet East of the West line of the Northwest Quarter of said Section 3, as measured along a line drawn parallel with and distant 50 feet Northerly, as measured at right angles, from said main track center line; thence Westerly parallel with said main track center line to a point on a line drawn parallel with the East line of said County Trunk Highway "KX" from the above described point of beginning; thence Northerly parallel with said East line, a distance of 100 feet, more or less, to the point of beginning, Excepting therefrom that part, if any, that lies Southerly of a line drawn parallel with and distant 50 feet Northerly, as measured at right angles, fromthe center line of the main track of said Railway Company, as said main track is now located and established.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 9th day of August A.D., Nineteen Hundred and Sixty-Six.

ATTEST:
s/ A.L. McKee
A.L. McKEE TRUST OFFICER

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,
A.J.Hurt
A.J. HURT VICE PRESIDENT

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:
s/ S.J. Cochran S.J. COCHRAN
s/ A.G. Sexton A.G. SEXTON

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Norman Neher a Notary Public, duly commissioned and qualified in and for the County and state aforesaid and residing therein, DO HEREBY CERTIFY that A.J. HURT and A.L. McKEE to me personally known and known to me to be, respectibely, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that A.J. HURT resides in Berwyn, Ill. and that A.L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 9th day of August A.D., Nineteen Hundred and Sixty-Two.

My Commission as such
Notary Public Expires Dec. 16, 1966

s/ N. Neher
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois.

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of January A. D. 1976 at 10 o'clock A. M. and recorded in Vol. 50 of Railroad Mortgages on pages 354 & 355
s/ Douglas La Follette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto JOSEPH J. TISHIM all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Waukesha, and State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter of Section 3, Township 6 North, Range 20 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at a point on the East line of County Trunk Highway "KX", as the same is now located and established, distant 150 feet North, as measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company (formerly the Chicago, Milwaukee & North Western Railway Company), as originally located and established; thence East, parallel with said main track center line, a distance of 950 feet to the point of beginning of the parcel of land herein described; thence continue East parallel with said main track center line, a distance of 317 feet, more or less, to a point distant 1.300 feet East, as measured parallel with said main track center line, from the West line of the Northwest Quarter of said Section 3; thence Southeasterly along a straight line to a point distant 1.500 feet East of the West line of the Northwest Quarter of said Section 3, as measured along a line drawn parallel with and distant 50 feet Northerly, as measured at right angles, from said main track center line; thence Westerly parallel with said main track center line to a point on a lin e drawn parallel with the East line of said County Trunk Highway "KX" from the above described point of beginning; thence Northerly parallel with said East line, a distance of 100 feet, more or less, to the point of beginning, Excepting therefrom that part, if any, that lies Southerly of a line drawn parallel with and distant 50 feet Northerly, as measured at right angles, from the center line of the main track of said Railway Company, as said main track is now located and established.

This instrument shall in no manner affict the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 16th day of August A.D., Nineteen Hundred and Sixty-Six.

ATTEST:
s/
ASSISTANT SECRETARY

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,
By s/
TRUST OFFICER

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRSUT COMPANY
s/ M.A. Cardinale M.A. CARDINALE
s/ K. Gormley K. GORMLEY

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J.M. DOYLE and H. OPPENHEIM to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRSUT COMPANY, the corporation described in and which executed the within and foregoing instrument in writing; and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J.M. DOYLE resides 7 Stuyvesant Oval, New York, N.Y. and that H. OPPENHEIM resides 347 Warwick Avenue, Mt. Vernon, N.Y. and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as thrir own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 16th day of August A.D., Nineteen Hundred and Sixty-Six.

s/ Harrison J. Laemmerhirt
NOTARY PUBLIC

My Commission as such
Notary Public Expires March 30, 1967

IN and for the County of New York in the State of New York.

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of January A. D. 1976 at 10 o'clock A. M. and recorded in Vol. 50 of Railroad Mortgages on pages 355 & 356
s/ Douglas La Follette
Secretary of State

THIS INDENTURE, made this 21st day of November, 1975, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, Soo Line Building, Minneapolis, Minnesota, 55402, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of One and No/100 ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for the construction and maintenance of a highway only as long as so used upon and across lands owned by said Company at the following described location in Ashland County, Wisconsin, to-wit:

A strip of land 150 feet in width comprising all that part of the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$) of Section Six (6), Township Forty-four (44) North, Range Two (2) West, bounded and described as follows: On the northeasterly and southwesterly sides by two lines running parallel with and respectively 50 feet distant northeasterly and 50 feet distant southwesterly (measured at right angles) from the center line of the main track of the Soo Line Railroad Companys railroad as the same is now located, maintained and operated over and across said Section 6; on the northwesterly and southeasterly sides by two lines running parallel with and respectively 75 feet distant northwesterly and 75 feet distant southeasterly (measured at right angles) from the following described STH 77 reference line: Commencing at the northeast corner of Section 6, Township 44 North, Range 2 West; thence southerly along the east line of said Section 6, 2062.3', to the center line of STH 77; thence N 47° 01' 52" W 208 feet; thence S 72° 12' 37" W 199.6 feet to the point of curvature of a 17° 30' curve left, the point of beginning of said reference line; thence southwesterly along the arc of said 17° 30' curve, 196.5 feet. Said reference line is the center line of STH 77 as laid out and traveled on January 1, 1975.

The Company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonsbly interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location, however long continued, shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:
J.A. Doering J.A. DOERING
Nancy M. Anderson NANCY M. ANDERSON

SOO LINE RAILROAD COMPANY
By s/ F.W. Crouch F.W. CROUCH
Its VICE PRESIDENT AND GENERAL COUNSEL
Attest: s/ Doris L. Valley
DORIS L. VALLEY SECRETARY

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came befored me this 21st day of November, 1975, F.W. Crouch, Vice President and General Counsel, and Doris L. Valley, Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

s/ Douglas L. Hanson
DOUGLAS L. HANSON NOTARY PUBLIC
Minnesota - Hennepin County
My Commission Expires March 23, 1981

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of January A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 356&357
s/ Douglas LaFollette
Secretary of State

GREEN BAY & WESTERN RAILWAY COMPANY
UCC-3 Financing Statement

In Manawa, Waupaca County, Wisconsin described as follows:
Green Bay & Western Railway Company Right of Way and Station Grounds; in the Southwest Quarter of the Northeast Quarter of Section 21, Township 23 North, Range 13 East.

UCC - FINANCING CONTINUATION FILED 10/30/80
FILING #810

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of January A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 357
s/ Douglas LaFollette
Secretary of State
FILING # 10

STATEMENT OF INTENT TO DISSOLVE
THE AHNAPEE AND WESTERN TRANSPORTATION CO.

The undersigned officers of THE AHNAPEE AND WESTERN TRANSPORATION CO., a Wisconsin corporation (originally organized and existing as THE AHNAPEE AND WESTERN RAILWAY COMPANY under and by virtue of Chapter 190 of the Wisconsin Statutes) with its principal office at Green Bay, Wisconsin, make (pursuant to Section 180.753 of the "Wisconsin Business Corporation Law" deemed controlling for purposes of the statement herein made) this statement of intent to dissolve.

1. The name of the corporation is: THE AHNAPEE AND WESTERN TRANSPORTATION CO.
2. The names and resective addresses of directors and principal officers are:

Title	Name	Address
President and Director	Roger J. Daanen	1231 Plateau Heights Green Bay, Wisc. 54303
Vice President and Director	S.L. Daanen	1231 Plateau Heights Green Bay, Wisc. 54303
Secretary/Treasurer and Director	H.L. Bushman	1801 9th Street, Apt. 4 Green Bay, Wisc. 54303

3. The following are true and correct copies of resolutions to dissolve said corporation which were consented to in writing by the holders of all shares duly signed by said shareholders on December 26, 1975.

RESOLVED, that this Corporation be dissolved and that its officers by authorized and directed to distribute assets of this Corporation as required by Section 180.757 of the "Wisconsin Business Corporation Law" and to thereafter distribute the remaining assets to its shareholders in complete cancellation and redemption of all outstanding stock of this Corporation.

RESOLVED FURTHER, that the following plan of dissolution of this Corporation be approved and adopted:

PLAN OF DISSOLUTION
OF THE AHNAPEE AND WESTERN TRANSPORTATION CO.

1. The officers and directors of The Ahnapee and Western Transportation Co. will wind up and settle the affairs of the Corporation and thereafter effect a distribution of its remaining assets to its shareholders in complete cancellation and redemption of all outstanding stock of this Corporation; such distribution to be completed on or before the close of business on December 31, 1975.
2. The officers of The Ahnapee and Western Transportation Co. will file such statements, certificates and consents to dissolution, together with all such other instruments, required by law, with the Secretary of State of Wisconsin and will record same with the appropriate registrar of deeds where required by law.

FURTHER RESOLVED, that the officers of this Corporation be authorized and directed to execute and deliver such instruments and do such other acts and things as they may deed advisable to effect the dissolution and liquidation of this Corporation and the distribution of its assets to its shareholders upon adoption of these resolutions by the Corporation's shareholders in accordance with Section 180.753 of the Business Corporation Law of the State of Wisconsin.

4. The number of shares outstanding and entitled to vote on the dissolution of the corporation and the number of shares consenting to the adoption of the above resolutions were:

Class	Number Outstanding	Number Entitled to vote	Number Signing Consent
Common	3,954	3,954	3,954

All shareholders signed the Consent referred to in paragraph 3 hereof.

Executed in duplicate and seal affixed this 26 day of December, 1975 at Green Bay, Wisconsin.

s/ Rodger J. Daanen
RODGER J. DAANEN, PRESIDENT
s/ H.L. Bushman
H.L. BUSHMAN, SECRETARY

This document was drafted by
Guy F. Guinn.

STATE OF WISCONSIN } ss.
Department of State
Received this 29th day of December A. D. 19 75 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 357&358
s/ Douglas LaFollette
Secretary of State

ARTICLES OF DISSOLUTION
OF
THE AHNAPEE AND WESTERN TRANSPORTATION CO

THE AHNAPEE AND WESTERN TRANSPORTATION CO., a corporation originally organized and existing as THE AHNAPEE AND WESTERN RAILWAY COMPANY under and by virtue of Chapter 190 of the Wisconsin Statutes, DOES HEREBY CERTIFY (in duplicate and pursuant to Section 180.757 of the "WisconsinBusiness Corporation Law" deemed contrilling for purposes ofthe certification herein made):

FIRST: That the Board of Directors of the Ahnapee and Western Transportation Co., by consent in writing to the proposed dissolution of the Corporation, unanimously adopted the resolutions attached hereto and made a part hereof.

SECOND: That the shareholders of the Corporation, by consent in writing to the proposed dissolut on of the Corporation, unanimously adopted the resolutions attached hereto and made a part hereof.

THIRD: That the Corporation has had filed with the Secretary of State a statement of intent to dissolve on December 29, 1975, and has duly recorded said statement on December 30, 1975 in Brown County, Wisconsin.

FOURTH: That the Corporation has paid, and discharged or has made provision for all debts, obligations and liabilities of the corporation, that the corporation has made provision for all contingent debts, obligations and liabilities, and that provision has been made for the satisfaction of any pending suit.

FIFTH: That the remaining assets of the Corporation have been distributed on or before December 30, 1975.

SIXTH: That the names and residences of the directors and officers of The Ahnapee and Western Transportation Co. are as follows:

Title	Officers	Directors
President	Rodger J. Daanen 1231 Plateau Heights Green Bay, Wisc. 54303	Roger J. Daanen 1231 Plateau Heights Green Bay, Wisc. 54303
Vice-President	S.L. Daanen 1231 Plateau Heights Green Bay, Wisc. 54303	S.L. Daanen 1231 Plateau Heights Green Bay, Wisc. 54303
Secretary/Treasurer	H.L. Bushman 1801 9th St., Apt. 4 Green Bay, Wisc. 54303	H.L. Bushman 1801 9th St., Apt. 4 Green Bay, Wisc. 54303

IN WITNESS WHEREOF, The Ahnapee and Western Transportation Co. has caused these Articles to be executed in duplicate and signed by its President, Rodger J. Daanen, and by its Secretary/Treasurer, H.L. Bushman, on this 26 day of December, 1975.

THE AHNAPEE AND WESTERN TRANSPORTATION CO.
By s/ Roger J. Daanen
RODGER J. DAANEN PRESIDENT
By s/ H.L. Bushman
H.L. BUSHMAN SECRETARY/TREASURER

CONSENT TO ACTION
BY THE
BOARD OF DIRECTORS OF
THE AHNAPEE AND WESTERN TRANSPORTATION CO.

The undersigned, being all of the directors of THE AHNAPEE AND WESTERN TRANSPORTATION CO, do hereby consent in writing, pursuant to Section 180.91 of the "Wisconsin Business Corporation Law", to the taking and effecting of the following actions:

RESOLVED, that this Corporation be dissolved and that its officers by authorized and directed to distribute assets of this Corporation as required by Section 180.757 of the "Wisconsin Business Corporation Law" and to thereafter distribute the remaining assets to its shareholders in complete cancellation and redemption of all outstanding stock of this Corporation.

RESOLVED FURTHER, that the following plan of dissolution of this corporation be approved and adopted:

PLAN OF DISSOLUTION
OF THE AHNAPEE AND WESTERN TRANSPORTATION CO.

1. The officers and directors of The Ahnapee and Western Transportation Co. will wind up and settle the affairs of the Corporation and thereafter effect a distrubution of its remaining assets to its shareholders in complete cancellation and redemption of all outstanding stock of this Corporation; such distribution to be completed on or before the close of business on December 31, 1975.

2. The officers of The Ahnapee and Western Transportation Co. will file such statements, certificates and consents to dissolution, together with all such other instruments, required by law, with the Secretary of State of Wisconsin and will record same with the appropriate registrar of deed where required by law.

FURTHER RESOLVED, that the officers of this Corporation be authorized and directed to execute and deliver such instruments and do such other acts and things as they may deem advisalbe to effect the dissolution and liquidation of this Corporation and the distribution of its assets to its shareholders upon adoption of these resolutions by the Corporation's shareholders in accordance with Section 180. 753 of the Business Corporation Law of the State of Wisconsin.

Dated this 26 day of December, 1975.

s/ Roger J. Daanen	ROGER J. DAANEN
s/ H.L. Bushman	H.L. BUSHMAN
s/ S.L. Daanen	S.L. DAANEN

This document was drafted by
Guy F. Guinn.

STATE OF WISCONSIN)
Department of State) ss.
Received this 30th day of
December A. D. 1975 at 10
o'clock A. M. and recorded in Vol.
50 of RRM
on pages 358 & 359
/s/ Douglas La Follette
Secretary of State

PARTIAL RELEASE

THIS INDENTURE made this 25th day of September, 1975, by and among FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws os the State of New York, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or real estate described in Exhibit A, attached hereto, is subject to the lien of the following described mortgages:

1. General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (successor by merger to The First National Bank of the City of New York), Trustee, as supplemented.

2. Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, to Morgan Guaranty Trust Company of New York and Jacob M. Ford II, Trustees.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as follows:

Mortgage	Book	Page
General Gold Bond Mortgage, January 1, 1921	21 RR Mtgs.	93
Consolidated Mortgage, March 2, 1970	49 RR Mtgs.	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, was merged into and with Great Northern Pacific and Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture (No. 11), dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Great Northern Railway Company and has succeeded to and been substituted for Great Northern Railway Company in said mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said two mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that First National City Bank, as Trustee of said General Gold Bond Mortgage, and Morgan Guaranty Trust Company of New York, as Trustee of said Consolidated Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby forever release and discharge from the lien of said mortgages and all supplements thereto, respectively, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of their respective rights, title, interest, claim or demand whatsoever said First National City Bank and Morgan Guaranty Trust Company of New York may have acquired in, through, or by said Trust Mortgages, as such Trustees, in and to the property situate in the City of Superior, County of Douglas and State of Wisconsin, more fully described in said Exhibit A, hereto attached,

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by First National City Bank or Morgan Guaranty Trust Company of New York, respectibely, as mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit A are intended to be for the benefit of First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter, or diminish the liens or encumbrances of the aforesaid mortgages or any supplements thereto on any of the properties covered by them respectively which are not hereby specifically released.

This release is made and accepted respectively by First National City Bank and Morgan Guaranty Trust Company of New York, as mortgage trustees without covenants or warranties, either expressed or implied in law or in equity and shall be without recourse against First National City Bank or Morgan Guaranty Trust Company of New York, respectibely, as mortgage trustees in any event or in any contingency.

IN WITNESS WHEREOF, said corporate mortgage trustees have caused this indenture to be signed and acknowledged or approved by one of their respective trust officers, and have caused their respective corporate seals to be hereunto affixed, and the same to be attested by the signatures of one of their respective assistant cashiers or assistant secretaries, allas of the day and year first above written.

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

s/
s/

FIRST NATIONAL CITY BANK, as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921.

By s/ E.J. Jaworski
TRUST OFFICER

Attest: s/ George Gregor
ASSISTANT CASHIER

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:

s/ E.Parets E.PARETS
s/ S. Russo S.RUSSO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970

By s/ B.G. Hope
TRUST OFFICER

Attest: s/ W.W. Brewer
ASSISTANT SECRETARY

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 25th day of September, in the year 1975, before me, Enzo L. Carbocci, a Notary Public, personally appeared E.J. Jaworski to me known to be a Trust Officer of the First National City Bank, one of the corporation which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hance and official seal this 25th day of September, 1975.

s/ Enzo L. Carbocci
Notary Public, City, County and State of New York. My Commission Expires March 30, 1976

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 26th day of September, in the year 1975, before me, Frank Schlierf, a notary public, personally appeared D.G. Hope, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said D.G. Hope, acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 26th day of September, 1975.

s/ Frank Schlierf
Notary Public, City, County and State of New York. My Commission Expires: March 30, 1977

Superior (Allouez), Wisconsin - Sale of former GN land to Burlington Northern Dock Corporation.

EXHIBIT "A"

Those portions of Burlington Northern Inc. properties in the City of Superior, County of Douglas, State of Wisconsin in the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 12, Township 48 North, Range 14 East and in the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}$ $NW\frac{1}{4}$) and Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section 7, Township 48 North, Range 13 East and in the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}$ $SW\frac{1}{4}$), Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}$ $SW\frac{1}{4}$), Northeast Quarter of the Southwest Quarter($NE\frac{1}{4}$ $SW\frac{1}{4}$), Northwest Quarter of the Southeast Quarter($NW\frac{1}{4}$ $SE\frac{1}{4}$), Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}$ $NE\frac{1}{4}$), Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$), Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}$ $NE\frac{1}{4}$), Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}$ $SE\frac{1}{4}$), Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}$ $SE\frac{1}{4}$) and Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}$ $SW\frac{1}{4}$) of Section 6, Township 48 North, Range 13 East and in the Northwest Quarter of the Northwest Quarter($NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section 5, Township 48 North, Range 13 East and in the Southwest Quarter of the Southwest Quarter($SW\frac{1}{4}$ $SW\frac{1}{4}$), Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}$ $SW\frac{1}{4}$), Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}$ $SW\frac{1}{4}$) and Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$) of Section 32, Township 49 North, Range 13 West, all West of the Fourth Principal Meridian and being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 12; thence North 89° 02' 31" East a distance of 738 feet; thence North 34° 12' 29" East a distance of 203 feet to the true point of beginning of the property to be described; thence Southeasterly at right angles to the center line of the Burlington Northern Dock Corporation track as now constructed and hereinafter described a distance of 30 feet; thence Northerly parallel with said track center lien to a point distant 3,225.7 feet Northerly, measured along said track center line, from its point of beginning; thence South 50° 53' 31" East a distance of 690 feet; thence North 72° 06' 29" East a distance of 205 feet; thence North 48°27' East a distance of 3,917 feet; thence along a curve to the left having a radius of 1,106.28 feet a distance of 376.39 feet; thence North 28° 47' East a distance of 675 feet; thence along a curve to the left having a radius of 1,870.08 feet a distance of 386.14 feet; thence North 16° 57' East a distance of 1,145 feet to a point 7.5 feet Southeasterly, radually distanct, from said track center line; thence Northeasterly parallel with said track center line to a point distant 14,330 feet Northerly, measured along said track center line from its point of beginning; thence Northeasterly at right angles to said track center line a distance of 47.5 feet; thence in a Northwesterly to Southwesterly direction parallel with said track center line to a point distant 3 225.7 feet Northerly, measured along said track center line, from its point of beginning; thence Southeasterly at right angles to said track center line a distance of 15 feet; thence Southerly parallel with said track center line to a point opposite the point of beginning of said track center line; thence Southeasterly at right angles to said track center line a distance of 25 feet to the point of beginning.

Said center line of track is described as follows:
Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 12, Township 48 North, Range 14 West, Fourth Principal Meridian; thence North 89° 02' 31" East a distance of 738 feet; thence North 34° 12' 29" East a distance of 203 feet to the point of beginning of the line to be described; thence continuing North 34° 12' 29" East a distance of 451.5 feet to a point of curve; thence along a 4° 00' curve to the left a distance of 852.5 feet to a point of tangency; thence North 0° 06' 29" East a distance of 1,271.7 feet to a point of curve; thence along a 6° 00' curve to the right a distance of 650 feet to a point of tangency; thence North 39° 06' 29" East a distance of 970.8 feet to a point of curve; thence along a 4° 00' curve to the right a distance of 233.5 feet to a point of tangency; thence North 48° 27' East a distance of 4,767.5 feet to a point of curve; thence along a 3° 00' curve to the left a distance of 1,042.8 feet to a point of tangency; thence North 17° 10' East a distance of 90 feet to a point of curve; thence along a 1° 45' curve to the right a distance of 1,385.7 feet to a point of tangency; thence North 41° 25' East a distance of 778 feet to a point of curve; thence along a 7° 15' curve to the right a distance of 1,836 feet to a point of termination of the line to be described; thence South 84°00' West a distance of 270 feet; thence South 1° 50' West a distance of 1,525 feet to the Southwest corner of the Southwest Quarter ($SW\frac{1}{4}$ $SE\frac{1}{4}$) of Section 32, Township 49 North, Range 13 West, Fourth Principal Meridian and ending.

STATE OF WISCONSIN) ss.
Department of State)
Received this 20th day of January A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of Misc. on page 359-360
/s/ Douglas La Follette
Secretary of State

PARTIAL RELEASE

THIS INDENTURE made this 25th day of September, 1975, by and among FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or real estate described in Exhibit A, attached hereto, is subject to the lien of the following described mortgages:
1. General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (successor by merger to The First National Bank of the City of New York), Trustee, as supplemented.
2. Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970 to Morgan Guaranty Trust Company of New York and Jacob M. Ford II, Trustees.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as follows:

Mortgage	Book	Page
General Gold Bond Mortgage, January 1, 1921	21 RR Mtgs.	93
Consolidated Mortgage, March 2, 1970	49 RR Mtgs	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, was merged into and with Great Northern Pacific and Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture (NO. 11), dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Great Northern Railway Company and has succeeded to and been substituted for Great Northern Railway Company in said mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said two mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that First National City Bank, as Trustee of said General Gold Bond Mortgage, and Morgan Guaranty Trust Company of New York, as Trustee of said Consolidated Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby forever release and discharge from the lien of said mortgages and all supplements thereto, respectively, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of their respective rights, title, interest, claim or demand whatsoever said First National City Bank and Morgan Guaranty Trust Company of New York may have axquired in, through, or by said Trust Mortgages, as such Trustees, in and to the property situate in the City of Superior, County of Douglas and State of Wisconsin, more fully described in said Exhibit A, hereto attached. This release shall cover only the easement referred to in Exhibit A hereto attached over the property described in said Exhibit A and shall not otherwise affect the liens of the aforesaid mortgages or any of the real estate described in said Exhibit A.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.
The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit A are intended to be for the benefit of First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustee as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any are not released, and nothing herein contained shall in anywise affect, alter, or diminish the liens or encumbrances of the aforesaid mortgages or any supplements thereto on any of the properties covered by them respectively which are not hereby specifically released.

This release is made and accepted respectively by First National City Bank and Morgan Guaranty Trust Company of New York, as mortgage trustees without covenants or warranties, either expressed or implied in law or in equity, and shall be without recourse against First National City Bank or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees in any event or in any contingency.
IN WITNESS WHEREOF, said corporate mortgage trustees have caused this indenture to be signed and acknowledged or approved by one of their respective trust officers, and have caused their respective corporate seals to be hereunto affixed, and the same to be attested by the signatures of one of their respective assistant cashiers or assistant secretaries, all as of the day and year first above written.

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:
s/
s/

FIRST NATIONAL CITY BANK, as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921.
By s/ TRUST OFFICER
Attest s/ ASSISTANT CASHIER

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:
s/ E. Parets E. PARETS
s/ S. Russo S. RUSSO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970
By s/ D.G. Hope TRUST OFFICER
Attest s/ Thomas R. Bowen ASSISTANT SECRETARY

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 25th day of September, in the year 1975, before me, Enzo L. Carbocci, a notary public, personally appeared E.J. Jaworski to me known to be a Trust Officer of the First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.
Given under my hand and official seal this 25th day of September, 1975.
s/ Enzo L. Carbocci
Notary Public, City, County and State of New York. My Commission expires: March 30, 1976

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 26th day of September, in the year 1975, before me, Frank Schlierf, a notary public, personally appeared D.G. Hope, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said D.G. Hope acknowledged said instrument to be the free act and deed of said corporation.
Given under my hand and official seal this 26th day of September, 1975.
s/ Frank Schlierf
Notary Public, City, County and State of New York. My commission expires: March 30, 1977

Superior (Allouez), Wisconsin - Easement over former GN land to Burlington Northern Dock Corporation for overhead conveyor and supports.

EXHIBIT "A"

Those portions of Burlington Northern Inc. properties in the City of Superior, County of Douglas, State of Wisconsin, in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 6, Northwest Quarter of the Norhwest Quarter($NW\frac{1}{4}$ $NW\frac{1}{4}$) and Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}$ $NW\frac{1}{4}$) of Section 5, all in Township 43 North, Range 13 West, Fourth Principal Meridian and in the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}$ $SW\frac{1}{4}$), Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}$ $SE\frac{1}{4}$), Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$), Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}$ $NE\frac{1}{4}$), and Northwest Quarter of the Northeast Quarter $NW\frac{1}{4}$ $NE\frac{1}{4}$) of Section 32 and the Southeast Quarter ($SE\frac{1}{4}$) of Section 29, all in Township 49 North, Range 13 West, Fourth Principal Meridian and being more particularly described as follows:
Commencing at the Southeast corner of the East Half of the Northeast Quarter ($E\frac{1}{2}$ $NE\frac{1}{4}$) of said Section 6; thence North along the East line of said East Half of the Northeast Quarter ($E\frac{1}{2}$ $NE\frac{1}{4}$) a distance of 1,559 feet; thence South 46° 52' 17" West a distance of 275 feet to the point of beginning of the properties to be described, being a point on a 1,106.28 radius curve, said curve being contained in the line described as follows: (Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 12, Township 48 North, Range 14 East, Fourth Principal Meridaian; thence North 89° 02' 31" East a distance of 738 feet; thence North 34° 12' 29" East a distance of 203 feet; thence Southwesterly at right angles to the center line of the Burlington Northern Dock Corporation track as nwo constructed a distance of 30 feet; thence Northerly, parallel with said track center line, to a point distant 3,225.7 feet Northerly, measured along said track center line, from its point of beginning; thence South 50° 53' 31" East a distance of 690 feet; thence North 72° 06' 29" East a distance of 205 feet; thence North 48° 27' East a distance of 3,917 feet; thence along a curve to the left having a radius of 1.106.28 feet a distance of 376.39 feet; thence North 28° 47' East a distance of 675 feet to the point of curve to be described; thence along a curve to the left having a radius of 1,870.08 feet a distance of 386.14 feet to a point of tangency and ending;) thence Northeasterly along said curve to a point distant 10 feet Northwesterly, measured at right angles, from the center line of Conveyor No. 14 as hereinafter described; thence Northeasterly parallel with said Conveyor No. 14 center line to a point distant 3.976 feet Northeasterly, measured along the center line of said Conveyor No. 14, from its point of beginning; thence Northwesterly at right angles to said Conveyor No. 14 center line a distance of 10 feet; thence Northeasterly parallel with said Conveyor No. 14 center line a distance of 100 feet; thence Southeasterly at right angles to said Conveyor No. 14 center line a distance of 10 feet; thence Northeasterly parallel with said Conveyor No. 14 center line to a line parallel with and distant 16 feet Westerly, measured at right angles, from the center line of Conveyor No. 15; thence Northerly parallel with the center line of said Conveyor No. 15 a distance of 50 feet; thence Easterly at right angles to said

Conveyor No. 15 center line a distance of 6 feet; thence Northerly parallel with said Conveyor No. 15 center line a distance of 3,892.6 feet; thence Easterly parallel with the center line of Conveyor No. 16 a distance of 1,593 feet to a point on a line parallel with and distant 1.630 feet Easterly, measured at right angles, from the West line of Railroad Avenue as shown on the recorded plat of the Townsite of Superior, produced North in the same straight line; thence Southerly along the last above described line a distance of 30 feet; thence Westerly parallel with said Conveyor No. 16 center line a distance of 1,566 feet; thence Southerly parallel with the center line of Conveyor No. 15 a distance of 3,012 feet; thence Westerly at right angles to the center line of said Conveyor No. 15 a distance of 7 feet; thence Southerly parallel with the center line of said Conveyor No. 15 a distance of 925 feet; thence Westerly at right angles to a point distant 10 feet Southeasterly, measured at right angles, from the center line of Conveyor No. 14; thence Southwesterly parallel with the center line of said Conveyor No. 14 to a point distant 300 feet Southwesterly, measured along the center line of said Conveyor No. 14, from the witness point joining Conveyor Nos. 14 and 15; thence Southeasterly at right angles to the center line of said Conveyor No. 14 a distance of 15 feet; thence Southwesterly parallel with the center line of said conveyor No. 14 a distance of 100 feet; thence Northwesterly at right angles to the center line of Conveyor No. 14 a distance of 15 feet; thence Southwesterly parallel with the center line of Conveyor No. 14 to a point in said hereinbefore described 3° 03' 51" curve; thence Northeasterly along said last mentioned curve to the point of beginning.

Subject to the superior rights of the Chicago and North Western Transportation Company over and across a strip of land lying within two lines parallel with and distant, respectively, 25 feet Southwesterly and 25 feet Northeasterly, measured at right angles, from the center line track of said Transportation Company as now located and constructed across the above described right of way in the Northwest Quarter of the Southeast Quarter($NW\frac{1}{4}$ $SE\frac{1}{4}$) of said Section 32.

Excepting and excluding, therefrom, that portion of Railroad Avenue lying between two lines parallel with and distant, respectively, 15 feet Northwesterly and 15 feet Southeasterly from the center line of Burlington Northern Inc. track (formerly Northern Pacific Railway Company) as is located between East First Street and East Iasca Street in the City of Superior, Wisconsin.

Said center line of conveyor is described as follows:

Commencing at the Southeast corner of the East Half of the Northeast Quarter ($E\frac{1}{2}$ $NE\frac{1}{4}$) of Section 6, Township 48 North, Range 13 West, Fourth Principal Meridian; thence North along the East line of said subdivision a distance of 1,559 feet; thence South 46° 52' 17" West a distance of 390 feet to a witness point; thence North 46° 5' 17" East a distance of 115 feet to the point of beginning of the center line of Conveyor No. 14 to be described; thence North 46° 52' 17" East a distance of 4,376 feet to a witness point, said witness point being the termination of Conveyor Center Line No. 14 and the beginning of Conveyor Center Line No. 15; thence North 0° 49' 21" West a distance of 3,927.6 feet to a witness point being the termination of conveyor Center Line No. 15 and the beginning of Conveyor Center Line No. 16; thence North 89° 10' 39" East a distance of 1,583 feet to a point on a line parallel with and distant 1,630 feet Easterly, measured at right angles, from the West line of Railroad Avenue as shown on the recorded plat of the Townsite of Superior, produced North in the same straight line and terminating.

STATE OF WISCONSIN)
Department of State) ss.

Received this 11 2nd th. day of
February A. D. 19 76 at 10
o'clock A. M. and recorded in V
50 of RR M
on page 361-363

/s/ Douglas La Follette
Secretary of State

(First Mortgage Release No. 1086)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of R.R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Merrill in the County of Lincoln, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 26th day of November, A.D. 1975.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid

By /s/ M.J. Kruger
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ Denis R. Hart
Trust Officer

WITNESSED BY:

/s/ E.D. Butler

/s/ R.S. Donovan

APPENDIX 1

Real Estate situated at Merrill, Lincoln County, Wisconsin, which real estate is more particularly described as follows, to-wit:

Lots 3, 4, 9 & 10 and parts of Lots 7, 8, 11 & 12, all in Block 7 and Lots 7, 8 & 9 and parts of Lots 10,11 & 12, all in Block 8 and a part of a portion of vacated Tyler Street, all in T. B. Scott Lumber Company's Addition, City of Merrill, Lincoln County, Wisconsin more particularly described as follows:

Beginning at the Northeast corner of Lot 2, Block 7 of said Addition, thence South 0° 50' West, 131.54 feet thence North 89°51' East, 50.00 feet, thence South 0° 50' West, 35.93 feet, thence North 89°51' East, 50.00 feet, thence South 0° 50' West, 86.82 feet, thence North 89°51' East, 76.00 feet, thence South 0° 50' West, 152.67 feet to the Northerly line of 1st Street, thence North 89 51' East, along the Northerly line of said street, 299.94 feet to a point being 25 feet, Southwesterly of, at right angles, from the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's track, thence along the arc of a curve that is parallel to and 25.00 feet Southwesterly of the above mentioned track, concave to the Northeast, with a radius of 980.366 feet, an arc length of 530.35 feet, and having a chord bearing of North 39°16' West and a distance of 523.91 feet, to a point on the Southerly line of 2nd Street, said point being 25 feet, at right angles, from the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's track, thence South 90°00' West, along the Southerly line of said street, 138.46 feet to the place of beginning and aforementioned described parcel, containing 75,058 square feet, together with the depot building situated thereon.

* * * * * *

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and, RESERVING, unto the Trustee the lien of the First Mortgage upon the right reserved by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company to enter upon said property for the purpose of extracting and removing such oil, gas and minerals as there may be upon said property.

* * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 1086

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By /s/ M. J. Kruger
Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 26th day of November, A.D. 1975, M.J. Kruger, a Second Vice President, and Denis R. Hart, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and asknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

STATE OF WISCONSIN) ss.
Department of State)
Received this 4th day of
Feb. A.D. 19 76 at 2
o'clock P. M. and recorded in Vol.
50 R.R.M.
on page 365-366
Douglas La Follette
Secretary of State

T. K. Kehoe
Notary Public in and for the State of Illinois, County of Cook.

My Commission expires November 16, 1977

(GENERAL MORTGAGE RELEASE NO. 1086)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Merrill, in the County of Lincoln, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 26th day of November, A.D. 1975.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By /s/ J. L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J.A. Krueger
Assistant Secretary

WITNESSED BY:

/s/ K.R. Runnfeldt

/s/ L.D. Lewis

APPENDIX 1

Real Estate situated at Merrill, Lincoln County, Wisconsin, which real estate is more particularly described as follows, to-wit:

Lots 3, 4, 9 & 10 and parts of Lots 7, 8, 11 & 12 all in Block 7 and Lots 7, 8 & 9 and parts of Lots 10, 11 & 12, all in Block 8 and a part of a portion of vacated Tyler Street, all in T. B. Scott Lumber Company's Addition, City of Merrill, Lincoln County, Wisconsin more particularly described as follows:

Beginning at the Northeast corner of Lot 2, Block 7 of said Addition, thence South 0°50' West, 131.54 Feet thence North 89°51' East, 50.00 feet, thence South 0° 50' West, 35.93 feet, thence North 89°51' East, 50.00 feet, thence South 0°50' West, 86.82 feet, thence

North 89°51' East, 76.00 feet, thence South 0°50' West, 152.67 feet to the Northerly line of 1st Street, thence North 89°51' East, along the Northerly line of said street, 299.94 feet to a point being 25 feet, Southwesterly of, at right angles, from the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's track, thence along the arc of a curve that is parallel to and 25.00 feet Southwesterly of the above mentioned track, concave to the Northeast, with a radius of 980.366 feet, an arc length of 530.35 feet, and having a chord bearing of North 39°16' West and a distance of 523.91 feet, to a point on the Southerly line of 2nd Street, said point being 25 feet, at right angles, from the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's track, thence South 90°00' West, along the Southerly line of said street, 138.46 feet to the place of beginning and aforementioned described parcel, containing 75,058 square feet, together with the depot building situated thereon.

* * * * * *

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and, RESERVING unto the Trustee the lien of the General Mortgage upon the right reserved by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company to enter upon said property for the purpose of extracting and removing such oil, gas and minerals as there may be upon said property.

* * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 1086.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ J. L. Spreng
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 26th day of November, A.D. 1975, J.L. Spreng, a Vice President, and J. E. Krueger, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

STATE OF WISCONSIN) ss.
Department of State)
Received this 4th day of
Feb. A.D. 19 76 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 365-366
Douglas La Follette
Secretary of State

/s/ J. M. Moennich
Notary Public in and for the State of Illinois, County of Cook

My Commission expires September 2, 1979

(GENERAL MORTGAGE RELEASE NO. 1080)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Chippewa Falls, in the County of Chippewa, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 25th day of November, A.D. 1975.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By /s/ J. L. Spreng
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. A. Krueger
Assistant Secretary

WITNESSED BY:

/s/ K.R. Runnfeldt

/s/ L.D. Lewis

Appendix I

Real Estate situated at Chippewa Falls, Chippewa County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A parcel of land comprising all that part of Government Lot Three (3) of Section Six (6), Township Twenty-eight (28) North, Range Eight (8) West, bounded and described as follows: On the northwesterly side by the southeasterly line of River Street as originally platted and on the southeasterly side by the Chippewa River and on the southwesterly and northeasterly sides by two lines running parallel with and respectively 100 feet distant southwesterly and 100 feet distant northeasterly (measured at right angles) from the following described reference line "A": Commencing at the northeast corner of Government Lot One (1) of Section Seven (7), Township Twenty-eight (28) North, Range Eight (8) West, thence east three and seventy-four one-hundredths (3.74) feet to a point on the center line of new Main Street being Station 39+42.51 of said reference line "A"; thence N 20°09' W along the center line of new Main Street a distance of two and thirty-six one-hundredth (2.36) feet being Station 39+44.87 of said reference line "A"; thence N 20° 25' W along the center line of new Main Street a distance of four hundred seventy-five (475) feet, more or less, to the thread of the Chippewa River and the point of beginning of reference line "A"; thence continuing N20° 25' W along the center line of new Main Street a distance of five hundred eighty and thirteen one-hundredths (580.13) feet to the intersection of the center lines of River Street (S. T. H. 29) and Pine Street being Station 50+00 of said reference line "A";

Also, that part of the southeasterly twelve (12) feet of River Street vacated by Ordinance dated June 9, 1902, lying southwesterly of a line running at right angles with the center line of River Street as originally platted through a point therein distant seven hundred twenty-four and seventy-seven one-hundredths (724.77) feet measured along said center line from its intersection with the southerly extension of the center line of Taylor Street as now platted;

Also, a parcel of land comprising all that part of said Government Lot 3 which is included within two lines running parallel with and respectively 33 feet and 50 feet distant southeasterly (measured at right angles) from the center line of River Street as originally platted, lying northeasterly of a line running parallel with and 100 feet distant northeasterly (measured at right angles) from said reference line "A" and southwesterly of a line running at right angles with said center line of River Street

through a point therein distant seven hundred twenty-four and seventy-seven one-hundredth (724.77) feet measured along said center line from its intersection with the southeasterly extension of the center line of Taylor Street as now platted.

Containing thirty-eight thousand nine hundred eighty-eight (38,988) square feet, more or less.

* * * * * *

The foregaoin Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 1080.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By /s/ J. L. Spreng

APPENDIX 1

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 25th day of November, A.D. 1975, J. L. Spreng, a Vice President, and J. E. Krueger, an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

STATE OF WISCONSIN) ss.
Department of State
Received this 5th day of
February A. D. 19 76 at 2
o'clock P. M. and recorded in Vol.
50 of R.R.M.
on page 367-368
Douglas LaFollette
Secretary of State

/s/ J. M. Moennich
Notary Public in and for the State of
Illinois, County of Cook

My Commission expires September 2, 1979

THIS INDENTURE made this 23rd day of September, 1975, by and among BANKERS TRUST COMPANY (successor to The Mercantile Trust Company), a corporation organized under the laws of the State of New York, as trustee, party of the first part, FIRST NATIONAL CITY BANK (successor by merger to First National City Trust Company), a national banking association, as trustee, party of the second part, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, as trustee, party of the third part, and BURLINGTON NORTHERN INC. (successor by merger to Northern Pacific Railway Company), a corporation organized under the laws of the State of Delaware, party of the fourth part, WITNESSETH:

WHEREAS, the property described in Exhibit "A" attached hereto and by this reference made a part hereof is subject to the lien of those certain mortgages made by the Northern Pacific Railway Company, as follows:

1. To The Mercantile Trust Company, Trustee, dated November 10, 1896, of which mortgage Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.

2. To The Farmers' Loan and Trust Company, Trustee, dated November 10, 1896, of which mortgage First National City Bank, party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company. On June 28, 1929, The Farmers' Loan and Trust Company, a New York corporation, became known as City Bank Farmers Trust Company, and at the close of business on January 30, 1959, said corporation was converted into a national banking association under the title "First National City Trust Company". Said First National City Trust Company as of the close of business on January 15, 1963, was merged with First National City Bank, a national banking association.

WHEREAS, the property described in said Exhibit "A" is also subject to the lien of that certain mortgage known as the Consolidated Nortgage of Burlington Northern Inc., dated March 2, 1970, made by Burlington Northern Inc. to Jacob M. Ford II, as an individual trustee, and to Morgan Guaranty Trust Company of New York, as corporate trustee, party of the third part, and

WHEREAS, said mortgages were filed for record in the office of the secretary of State for the State of Wisconsin, as a real estate mortgage, as follows:

Mortgage	Book	Page
Prior Lien	11 R.R. Mtgs. & Trust Deeds	87-166 incl.
General Lien	11 R.R. Mtgs. & Trust Deeds	167-240 incl.
Consolidated	49 Railroad Mortgages	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Northern Pacific Railway Company, the mortgagor named in said Prior Lien Mortgage and in said General Lien Mortgage, was merged into and with Great Northern Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc. on March 2, 1970, and

WHEREAS, by two Indentures, both dated March 2, 1970, one supplemental to said Prior Lien Mortgage and the other supplemental to said General Lien Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of the said mortgages therein agreed to be kept and performed by Northern Pacific Railway Company and has succeeded to and been substituted for Northern Pacific Railway Company in said mortgages, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provisions of said three mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part,First National City Bank, Trustee of said General Lien Mortgage, party of the second part, and Morgan Guaranty Trust Company of New York, Trustee of said Consolidated Mortgage, party of the third part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, do hereby forever release and discharge from the lien of said mortgages, and all supplements thereto, respectively, all of their respective rights, title and interest, as such trustees, in and to the property situate in the City of Superior, County of Douglas, and State of Wisconsin, more fully described in said Exhibit "A" hereto attached.

TO HAVE AND TO HOLD said property unto said party of the fourth part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit "A" are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter or diminish the liens or encumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released. This release is executed by said mortgage trustees without covenant of warranty, either expressed or implied, and shall be without recourse against such trustees or any of them in any event whatsoever.

IN WITNESS WHEREOF, said mortgage trustees have caused this indenture to be signed and acknowledged or approved by their respective presidents, vice presidents, assistant vice presidents, or trust officers, and have caused their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective assistant vice presidents, secretaries or assistant secretaries, or assistant cashiers, all as of the day and year first above written.

Signed, sealed and delivered on behalf of Bankers Trust Company, as Trustee, in presence of:

/s/ L. M. Buchheit

/s/ Jiri Mladek

BANKERS TRUST COMPANY, as Trustee,

By /s/ T. J. Moskie
Assistant Vice President

ATTEST:

/s/ J. G. Caden

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

unidentifiable signature

/s/ Carmelina Mills

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee,

By /s/ D. G. Hope
Trust Officer

ATTEST:

/s/ Thomas R. Bowen
Assistant Secretary

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK)

On this 23rd day of September, in the year 1975, before me, Phyllis Bucchieri, a notary public, personally appeared T. J. Moskie, to me known to be an Assistant Vice President of Bankers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 23rd day of September, 1975.

/s/ Phyllis Bucchieri
Notary Public
City, County and State of New York
My commission expires March 30, 1977

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 26th day of September, in the year of 1975, before me, Enzo L. Carbocci, a notary public, personally appeared E. J. Jaworski, to me known to be a Trust Officer of First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 26th day of September, 1975.

/s/ Enzo L. Carbocci
Notary Public
City, County and State of New York
My commission expires March 30, 1976

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 26th day of September, in the year 1975, before me, Frank Schlierf, a notary public, personally appeared D. G. Hope, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said D. G. Hope acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 26th day of September, 1975.

/s/ Frank Schlierf
Notary Public
City, County and State of New York
My commission expires March 30, 1977

Superior (Allouez), Wisconsin - Easement over former NP land to Burlington Northern Dock Corporation for overhead conveyor and supports.

EXHIBIT "A"

An easement for overhead conveyor and supports over and across a 27-foot wide strip of land in Railroad Avenue being in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 32, Township 49 North, Range 13 West, Fourth Principal Meridian, lying between two lines parallel with and distant, respectively, 15 feet Southwesterly and 15 feet Northeasterly, measured at right angles, from the center line of the former Northern Pacific Railway Company, now Burlington Northern Inc., main track as now constructed and located between East First Street and East Itasca Street in the City of Superior, Douglas County, Wisconsin.

STATE OF WISCONSIN } ss.
Department of State
Received this 17th day of February A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 368-370
La Follette
Secretary of State

Authorization No. P-8875

EASEMENT DEED NO. 79549

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY-ONE AND NO/100 DOLLARS ($251.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Winnebago, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company right of way in the SW¼ - SE¼, Section 5, and the north 33 feet of the NW¼ - NE¼, Section 8, all in T19N, R17E, lying south of a line located 120 feet north of and parallel with the CTH "G" reference line described as follows:

Commencing at a point on the south line of said Section 5 a distance of 1089.84 feet west of the southeast corner thereof; thence N 12°-59'-05" E 54.95 feet to a point on said reference line; thence N 85°-53'-38"W 115.93 feet; thence along the arc of a 2864.79 foot radius curve to the left 334.34 feet; thence S 87°-25'-09" W to the westerly line of said owners lands.

Also, all that part of the Chicago and North Western Transportation Company right of way in the SW¼ - NW¼ and NW¼ - SW¼ Section 17, T19N, R17E, lying between lines located 50 feet distant on each side of and parallel with the east frontage road reference line described as follows:

Beginning at a point on the north line of said Section 17 a distance of 413.15 feet west of the north one-quarter corner thereof; thence S 20°-23' -35" W 2275.68 feet; thence along the arc of a 763.94 foot radius curve to the right 898.00 feet; thence S 87°-44'35" W to the westerly line of said owners lands.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purposes.

DATED this 10th day of December, 1975.

Signed, Sealed and Delivered in Presence of:

/s/ M.F. Chatterton

/s/ Dorthelia Bryant

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ Robert W. Mickey, Assistant Vice President

Attest /s/ G.L. Vargason, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G. L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 10th of December, 1975.

/s/ Helen M. Wright
Notary Public, in and for the County of Cook in the State of Illinois
Helen M. Wright

My Commission Expires: March 9, 1978

This instrument was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State }
Received this 9th day of February A. D. 19 76 at 10 o'clock a. M. and recorded in Vol. 50 of R R M on page 371
Douglas LaFollette
Secretary of State

KNOW ALL MEN BY THESE PRESENTS, that the undersigned adult residents of the State of Wisconsin, and the State of Iowa, do hereby make, sign and agree to the following:

ARTICLES OF ORGANIZATION

ARTICLE FIRST: The undersigned have associated, and do hereby associate themselves together for the purpose of forming a railroad corporation under CHAPTER 190 of the Wisconsin Statutes, and the acts amendatory thereof and supplementary thereto, the business and purpose of which corporation shall be the purchase, construction, maintenance and operation of a railway for the carriage of freight and passengers.

ARTICLE SECOND: The name of said corporation shall be CHICAGO-MADISON AND NORTHERN RAILWAY COMPANY and its principal office shall be located in Madison, Dane County, Wisconsin, and its railroad shall extend from Madison, Dane County, through Green County, to Freeport, Stephenson County, Illinois and from Madison, Dane County through Iowa County and Grant County, and to the cities of Fennimore, Lancaster, Platteville and Cuba City in the last named county which line should be approximately 200 miles in length.

ARTICLE THIRD: The capital stock of said corporation shall consist of 2,500 shares of no par stock.

ARTICLE FOURTH: The general officers of the said corporation shall be a PRESIDENT, VICE PRESIDENT, SECRETARY AND TREASURER and such other officers and with such duties, as the by-laws may provide.

ARTICLE FIFTH: The board of directors shall consist of five (5) stockholders, and the affairs of the corporation for the first year shall be under the direction of the following names directors:

EDWARD R. KAMM, JOHN F. JENSWOLD, AND BARNES A. CLARK
all residing in Madison, Dane County, Wisconsin, and
THOMAS J. O'BRIEN, JR. of 514 South Lucas, Apartment 10,
Iowa City, Iowa 52240, and
CHARLES A. WIESNER, 1210 East Fifth Street, Superior,
Wisconsin 54880.

IN WITNESS WHEREOF we have hereunto set our hands this 29 day of January, 1976, and agree to take the number of shares of said corporate stock as are respectively set forth after our several names:

NAME	RESIDENCE	SHARES
/s/ Edward R. Kamm	102 State St., Madison, Wis.53703	5
/s/ John F. Jenswold	16 N. Carroll St., Madison, Wis. 53703	5
/s/ Barnes A. Clark	16 N. Carroll St., Madison, Wis. 53703	5
/s/ Thomas J. O'Brien,Jr.	514 S. Lucas, Apt. 10, Iowa City, Iowa 52240	5
/s/ Charles A. Wiesner	1210 E. Fifth St., Superior, Wis. 54880	5

STATE OF WISCONSIN)
)SS
COUNTY OF DANE)

EDWARD R. KAMM, JOHN F. JENSWOLD, and BARNES A. CLARK, being duly sworn, depose and say that they are directors of the said corporation, and that the foregoing signatures are genuine, and that they intend in good faith to purchase, maintain and operate the railroads as herein specified.

/s/ EDWARD R. KAMM

/s/ JOHN F. JENSWOLD

/s/ BARNES A. CLARK

Subscribed & sworn to before me this 5th day of February, 1976

STATE OF WISCONSIN } ss.
Department of State }
Received this 9th day of February A. D. 19 76 at 2 o'clock P. M. and recorded in Vol. 50 of R R M on page 372
Douglas LaFollette
Secretary of State

/s/ PETER M. GENNRICH
Notary Public, Dane County, Wisconsin

THIS INDENTURE made this 23rd day of September, 1975, by and among BANKERS TRUST COMPANY (successor to The Mercantile Trust Company), a corporation organized under the laws of the State of New York, as trustee, party of the first part, FIRST NATIONAL CITY BANK (successor by merger to First National City Trust Company), a national banking association, as trustee, party of the second part, and BURLINGTON NORTHERN INC. (successor by merger to Northern Pacific Railway Company), a corporation organized under the laws of the State of Delaware, party of the third part, WITNESSETH:

WHEREAS, the property described in Exhibit "A" attached hereto and by this reference made a part hereof is subject to the lien of those certain mortgages made by the Northern Pacific Railway Company, as follows:

1. To The Mercantile Trust Company, Trustee, dated November 10, 1896, of which mortgage Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.

2. To The Farmers' Loan and Trust Company, Trustee, dated November 10, 1896, of which mortgage First National City Bank, party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company. On June 28, 1929, The Farmers' Loan and Trust Company, a New York corporation, became known as City Bank Farmers Trust Company, and at the close of business on January 30, 1959, said corporation was converted into a national banking association under the title "First National City Trust Company". Said First National City Trust C ompany as of the close of business on January 15, 1963, was merged with First National City Bank, a national banking association.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as a real estate mortgage, as follows:

MORTGAGE	BOOK	PAGE
Prior Lien	11 R. R. Mtgs. & Trust Deeds	87-166 incl.
General Lien	11 R. R. Mtgs. & Trust Deeds	167-240 incl.

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Northern Pacific Railway Company, the mortgagor named in said Prior Lien Mortgage and in said General Lien Mortgage, was merged into and with Great Northern Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc. on March 2, 1970, and

WHEREAS, by two Indentures, both dated March 2, 1970, one supplemental to said Prior Lien Mortgage and the other supplemental to said General Lien Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of the said mortgages therein agreed to be kept and performed by Northern Pacific Railway Company and has succeeded to, and been substituted for Northern Pacific Railway Company in said mortgages, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provisions of said two mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part, and First National City Bank, Trustee of said General Lien Mortgage, party of the second part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, do hereby forever release and discharge from the lien of said mortgages, and all supplements thereto, respectively, all of their respective rights, title and interest, as such trustees, in and to the property situate in the County of Douglas and State of Wisconsin, more fully described in said Exhibit "A" hereto attached.

TO HAVE AND TO HOLD said property unto said party of the third part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc., and not by either of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit "A" are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Inc. and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter or diminish the liens or encumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released. This release is executed by said mortgage trustees without covenant or warranty, either expressed or implied, and shall be without recourse against such trustees or either of them in any event whatsoever.

IN WITNESS WHEREOF, said mortgage trustees have caused this indenture to be signed and acknowledged or approved by their respective presidents, vice presidents, assistant vice presidents, or trust officers, and have caused their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective assistant vice presidents, secretaries or assistant secretaries, or assistant cashiers, all as of the day and year first above written.

Signed, sealed and delivered on behalf of Bankers Trust Company, as Trustee, in presence of:

/s/ L. M. Buchheit

/s/ Jiri Mladek

BANKERS TRUST COMPANY, as Trustee,

By /s/ T. J. Moskie
Assistant Vice President

ATTEST:

/s/ J. G. Caden
Assistant Secretary

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

/s/ Mary P. Walsh

/s/ Carmelina Mills

FIRST NATIONAL CITY BANK, as Trustee,

By /s/ E. J. Jaworski

ATTEST:

By /s/ George Gregor
Assistant Cashier

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 23rd day of September, in the year 1975, before me, Phyllis Bucchieri, a notary public, personally appeared T. J. Moskie, to me known to be an Assistant Vice President of Bankers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 23rd day of September, 1975.

/s/ Phyllis Bucchieri
Notary Public
City, County and State of New York
My commission expires

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK)

On this 26th day of September, in the year 1975, before me, Enzo L. Carbocci, a notary public, personally appeared E. J. Jaworski, to me known to be a Trust Officer of First National City Bank, one of the corporations which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 26th day of September, 1975.

/s/ Enzo L. Carbocci
Notary Public
City, County and State of New York
My commission expires

Superior (Allouez), Wisconsin - Sale of former NP property to Burlington Northern Dock Corporation.

Exhibit "A"

Parcel 1: All that parcel of land and land covered with water istuate in Allouez Bay and in Lots numbered 7 and 8 in Sections 29 and 32, Township 49 North of Range 13 West, and that portion of vacated East Huron Street in Eastern Division, Townsite of Superior, in the City of Superior, according to the recorded plat thereof on file and of record in the office of the Register of Deeds for Douglas County, Wisconsin, bounded on the Northeasterly side by the United States Government Harbor Line on the Southwesterly side of Allouez Bay as now established; on the West by a line drawn parallel with and 1,953 feet distant (measured at right angles) Easterly from the Westerly boundary line of Railroad Avenue, as shown on the recorded plat of Townsite of Superior, produced North in the same straight line; on the Southwesterly side by the Southwesterly boundary line of East Huron Street as shown on said plat; on the East by a line drawn parallel with and 2,117.5 feet distant (measured at right angles) Easterly from said Westerly boundary line of Railroad Avenue produced North in the same straight line, excepting therefrom all that portion of vacated East Huron Street and of the intersection of the Northwesterly half of vacated Forty-first Avenue East and of said East Huron Street lying southeasterly of the northeasterly production of the northwesterly line of the southeasterly 29 feet of Block 35 on East Huron Street, said Eastern Division, Townsite of Superior.

Parcel 2: The Southeasterly 28 feet of Block 33 and the Northwesterly 171 feet of Block 35 on East Huron Street in said Eastern Division, Townsite of Superior, in the City of Superior.

Together with all riparian rights thereto.

STATE OF WISCONSIN) ss.
Department of State)
Received this 11th day of February A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 373-374
Douglas LaFollette
Secretary of State

PARTIAL RELEASE

THIS INDENTURE MADE THIS 25th day of September, 1975, by and among FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association incorporated and existing under the laws of the United States of America, as Trustee, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or real estate described in Exhibit A, attached hereto, is subject to the lien of the General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to First National City Bank (successor by merger to The First National Bank of the City of New York), Trustee, as supplemented.

WHEREAS, said mortgage was filed for record in the office of the Secretary of State of the State of Wisconsin on May 12, 1921, in Vol. 21, R.R. Mtgs., Page 93.

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, was merged into and with Great Northern Pacific and Burlington Lines, Incl, the name of which company was changed to Burlington Northern Inc., on March 2, 1970, and

WHEREAS, by Supplemental Indenture (No.11), dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Great Northern Railway Company and has succeeded to and been substituted for Great Northern Railway Company in said mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provision of said mortgage, has made application to the Trustee thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that First National City Bank, as Trustee of said General Gold Bond Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby forever release and discharge from the lien of said mortgage and all supplements thereto, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of its rights, title, interest, claim or demand whatsoever said First National City Bank may have acquired in, through, or by said Trust Mortgage, as such Trustee, in and to the property situate in the City of Superior (Allouez), County of Douglas and State of Wisconsin, more fully described in said Exhibit A, hereto attached.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgage.

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. and not by First National City Bank, as mortgage trustee. The reservations and exceptions, if any, set forth in said Exhibit A are intended to be for the benefit of First National City Bank, as mortgage trustee, as well as Burlington Northern Inc. and the liens of the aforesaid mortgage on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter, or diminish the liens or encumbrances of the aforesaid mortgage or any supplements thereto on any of the properties covered by it which are not hereby specifically released.

This release is made and accepted by First National City Bank, as mortgage trustee, without covenants or warranties, either expressed or implied in law or in equity, and shall be without recourse against First National City Bank, as mortgage trustee, in any event or in any contingency.

IN WITNESS WHEREOF, said corporate mortgage trustee has caused this indenture to be signed and acknowledged or approved by one of its trust officers and has caused its corporate seal to be hereunto affixed, and the same to be attested by the signature of one of its assistant cashiers, all as of the day and year first above written.

Signed, sealed and delivered on behalf of First National City Bank, as Trustee, in presence of:

/s/ unidentifiable

/s/ unidentifiable

FIRST NATIONAL CITY BANK, as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921.

By /s/ E. J. Jaworski
Trust Officer

ATTEST:

/s/ George Gregor
Assistant Cashier

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.
CITY OF NEW YORK)

On this 25th day of September, in the year 1975, before me, Enzo L. Carbocci, a notary public, personally appeared E. J. Jaworski to me known to be a Trust Officer of the First National City Bank, the corporation which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 25th day of September, 1975.

/s/ Enzo L. Carbocci
Notary Public, City, County and State of New York. My commission expires:

Superior (Allouez), Wisconsin - Sale of former GN land to Burlington Northern Dock Corporation.

Exhibit "A"

Parcel 1: All that parcel of land and land covered with water situate in Allouez Bay and in Lots numbered 7 and 8 in Sections 29 and 32, Township 49 North of Range 13 West, Douglas County, Wisconsin, bounded on the Northeasterly side by the United States Government Harbor Line on the Southwesterly side of Allouez Bay as now established; on the West by a line drawn parallel with and 1,630 feet distant (measured at right angles) Easterly from the Westerly boundary line of Railroad Avenue, as shown on the recorded plat of Townsite of Superior, produced North in the same stright line; on the Southwesterly side by the Southwesterly boundary line of East Huron Street as shown on said plat, and said last named line produced Northwesterly in the same straight line to its intersection with the Westerly boundary line of this tract as hereinbefore described; on the East by a line drawn parallel with and 1,953 feet distant (measured at right angles) Easterly from said Westerly boundary line of Railroad Avenue produced North in the same straight line.

Parcel 2: Block 31 on East Huron Street in Eastern Division, Townsite of Superior, in the City of Superior, the Northwesterly 172 feet of Block 33 on East Huron Street, and all of Block 32 on East Michigan Street, all in Eastern Division, Townsite of Superior, in the City of Superior, Wisconsin, according to the recorded plat thereof on file and of record in the office of the Register of Deeds, said Douglas County, Wisconsin.

Parcel 3: Also, those portions of vacated Fortieth Avenue East, formerly Riggs Avenue, from East Huron Street to East Michigan Street and of vacated East Huron Street lying immediately opposite or in front of said Blocks, or portions of Blocks.

Together with all riparian rights thereto.

STATE OF WISCONSIN } ss.
Department of State
Received this 11th day of February A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 375-376
Douglas La Follette
Secretary of State

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, is the Trustee under the Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, to Morgan Guaranty Trust Company of New York and Jacob M. Ford II, Trustees, which Mortgage was filed for record in the office of the Secretary of State of the State of Wisconsin, as follows:

Date Filed or Recorded	Book	Page
March 2, 1970	49 Railroad Mortgages	331

NOW, THEREFORE, WITNESSETH:

That said Morgan Guaranty Trust Company of New York, as Trustee of said Consolidated Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby forever release and discharge from the lien of said Mortgage and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of the rights, title, interest, claim or demand whatsoever said Morgan Guaranty Trust Company of New York may have acquired in, through, or by said Consolidated Mortgage, as such Trustee, in and to the property fully described in Appendix "A", hereto attached.

Dated this 26th day of September, 1975.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

ATTEST:

BY /s/ R. E. Sparrow
Vice President

/s/ W. W. Brewer
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS
CITY OF NEW YORK)

On this 26th day of September, 1975, before me, Frank Schlierf, a notary public, personally appeared R. E. Sparrow, to me known to be a Vice President of Morgan Guaranty Trust Company of New York, the corporation which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said R. E. Sparrow acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 26th day of September, 1975.

APPENDIX "A"

Parcel 1: All that parcel of land and land covered with water situate in Allouez Bay and in lots numbered 7 and 8 in Sections 29 and 32, Township 49 North of Range 13 West, bounded on the Northeasterly side by the United States Government Harbor Line on the Southwesterly side of Allouez Bay as now established; on the West by a line drawn parallel with and 1,630 feet distant (measured at right angles) Easterly from the Westerly boundary line of Railroad Avenue, as shown on the recorded plat of Townsite of Superior, produced North in the same straight line; on the Southwesterly side by the Southwesterly boundary line of East Huron Street as shown on said plat, and said last named line produced Northwesterly in the same straight line to its intersection with the Westerly boundary line of this tract as hereinbefore described; on the East by a line drawn parallet with and 2,200 feet distant (measured at right angles) Easterly from said Westerly boundary line of Railroad Avenue produced North in the same straight line.

Parcel 2: All right, title and interest of said Trustee in and to that certain slip or waterway 150 feet in width (less the East 8 feet thereof which have been vacated and which vacated portion thereof is hereinafter referred to), lying immediately on the west side of said tract hereinbefore last described, as established by that certain instrument filed for record in the office of the Register of Deeds of said Douglas County on the 13th day of February, 1893, and recorded in Book 45 of Deeds, on pages 463 et seq. and by the Agreement between Northwestern Improvement Company and Pittsburgh Coal-Dock & Wharf Company filed for record in the office of the Register of Deeds of said Douglas County on January 7, 1918, and recorded in Book 2 of Agreements on pages 283 et seq.

Parcel 3: The East 8 feet of a 150 foot slip (said 8 feet of said slip having been vacated) lying West of that certain land and lands under water in Lots 7 and 8 of Sections 29 and 32, Township 49 North of Range 13 West, Douglas County, Wisconsin, heretofore and on the 18th day of August, 1934, conveyed by the Consolidated Land Company to Pittsburgh Coal-Dock & Wharf Company, by deed, recorded in Book 180 of Deeds, page 634, in the office of said Register of Deeds, also described as follows:

> A strip of land 8 feet in width in Lots 7 and 8, Sections 29 and 32, Township 49, Range 13, bounded on the northerly side by the United States Harbor Line on the southerly side of Allouez Bay as now established, on the east and west by two lines parallel with and 1630 feet and 1622 feet respectively distant at right angles easterly from the westerly boundary line of Railroad Avenue, as shown on the plat of Superior produced north in the same straight line, on the southerly side by the northerly boundary line of Block 31 on East Huron Street in the Townsite of Superior.

Parcel 4: Block 31 on East Huron Street in Eastern Division, Townsite of Superior, in the City of Superior, subject, however, and together with the rights to use that portion of the slip of said Block as set forth in said Agreement between Northwestern Improvement Company and Pittsburgh Coal-Dock & Wharf Company recorded in the office of said Register of Deeds in Book 2 of Agreements on pages 283 et seq., and Blocks 33 and 35 on East Huron Street, and Block 32 on East Michigan Street, all in Eastern Division, Townsite of Superior, in the City of Superior, Wisconsin, according to the recorded plat thereof on file and of record in the office of said Register of Deeds, together with all riparian rights and property thereon situated, or appurtenant thereto.

Parcel 5: Also all right, title and interest which said Trustee has in the portions of the Streets (including but not limited to all of Fortieth Avenue East, formerly Riggs Avenue, from East Huron Street to East Michigan Street) lying immediately opposite or front of said several Blocks, or portions of Blocks, hereby conveyed, which has accrued to or been acquired by it by reason of its ownership of said Blocks or by reason of the same having been vacated by the City of Superior or otherwise. It being the intention hereby to convey to said Burlington Northern Inc. all interest which shall have accrued to or have been acquired by it or by predecessors in title by reason of said vacation or otherwise, which shall lie opposite and which would accrue to said several Blocks or portions of Blocks hereby conveyed, upon the vacation thereof.

Parcel 6: Also all the rights, servitudes, easements and property described in that certain Deed made, executed and delivered by Superior Consolidated Land Company to Henry E. Smith, dated January 23, 1893, filed for record in the office of said Register of Deeds on February 13, 1893 and recorded in Book 45 of Deeds on page 463 et seq.

Together with all riparian rights and all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of said Trustee, either in law or equity, or in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

STATE OF WISCONSIN } ss.
Department of State
Received this 11th day of
February A. D. 19 76 at 10
o'clock A. M. and recorded in Vol.
50 of RRM
on page 376-377
Douglas LaFollette
Secretary of State

PARTIAL RELEASE OF MORTGAGED PROPERTY

KNOW ALL MEN BY THESE PRESENTS, that THE NORTHERN TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, as Corporate Trustee, and CHARLES H. CORY II, as Individual Trustee (successor to Thomas H. Jolls, Individual Trustee), under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1954, known and denominated as the General Mortgage of Wisconsin Central Railroad Company (assumed by Soo Line Railroad Company as of January 1, 1961, and hereinafter referred to as the "Mortgage"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby release, convey and quitclaim unto the said Soo Line Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that they may have acquired under, through or by virtue of the said Mortgage in and to the following described property situated near the City of Chippewa Falls, County of Chippewa, State of Wisconsin, to-wit:

> Approximately 38,988 square feet, more or less,
> particularly described in Exhibit A attached
> hereto and by this reference made a part hereof.

This partial release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said THE NORTHERN TRUST COMPANY as Corporate Trustee has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed and said Charles H. Cory II, as Individual Trustee, has executed these presents this 10th day of December, 1975.

Executed, Sealed and Delivered as to Corporate Trustee in the Presence of:

/s/ unidentifiable

/s/ unidentifiable

THE NORTHERN TRUST COMPANY
Corporate Trustee, as aforesaid,

By /s/ unidentifiable
Its 2nd Vice President

ATTEST:

/s/ UNIDENTIFIABLE
Its Ass't Secretary

Executed and delivered as to Individual Trustee in the Presence of:

/s/ Deborah Tillman

/s/ Ingrid W. Johnson

CHARLES H. CORY II,
Individual Trustee, as aforesaid,

/s/ Charles H. Cory II

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 10th day of December, 1975, personally appeared before me the above named N.T. Rosson and M.A. Maves to me personally known, who each being duly sworn say that they are the 2nd Vice President and Ass't Secretary, respectively, of the Northern Trust Company, and that the seal affixed to the foregoing instrument in the corporate seal of said corporation, and that the said instrument was signed, sealed, and delivered on behalf of said corporation, by authority of its Board of Directors and said N.T. Rosson and M.A. Maves acknowledged said instrument to be the free act and deed of said corporation.

/s/ Joseph M. Robinson

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 10th day of December, 1975, personally appeared before me the above named Charles H. CoryII, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who, by me being duly sworn, did say that he executed and delivered said instrument as his free and voluntary act and deed.

/s/ Joseph M. Robinson

EXHIBIT A

DESCRIPTION OF LANDS
IN THE CITY OF CHIPPEWA FALLS,
COUNTY OF CHIPPEWA, STATE OF WISCONSIN

Land in the City of Chippewa Falls, Chippewa County, State of Wisconsin, described as follows:

A parcel of land comprising all that part of Government Lot Three (3) of Section Six (6), Township Twenty-eight (28) North, Range Eight (8) West, bounded and described as follows: On the northwesterly side by the southeasterly line of River Street as originally platted and on the southeasterly side by the Chippewa River and on the southwesterly and northeasterly sides by two lines running parallel with and respectively 100 feet distant southwesterly and 100 feet distant northeasterly (Measured at right angles) from the following described reference line "A": Commencing at the northeast corner of Government Lot One (1) of Section Seven (7), Township Twenty-eight (28) North, Range Eight (8) West, thence east three and and seventy-four one-hundredths (3.74) feet to a point on the center line of new Main Street being Station 39+42.51 of said reference line "A"; thence N 20° 09' W along the center line of new Main Street a distance of two and thirty-six one-hundredths (2.36) feet being Station 39+44.87 of said reference line "A"; thence N 20°25' W along the center line of-new Main Street a distance of four hundred seventy-five (475) feet, more or less, to the thread of the Chippewa River and

the point of beginning of reference line "A"; thence continuing N20°25' W along the center line of new Main Street a distance of five hundred eighty and thirteen one-hundredths (580.13) feet to the intersection of the center lines of River Street (S. T. H. 29) and Pine Street being Station 50+00 of said reference line "A";
Also, that part of the southeasterly twelve (12) feet of River Street vacated by Ordinance dated June 9, 1902, lying southwesterly of a line running at right angles with the center line of River Street as originally platted through a point therein distant seven hundred twenty-four and seventy-seven one-hundredths (724.77) feet measured along said center line from its intersection with the southerly extension of the center line of Taylor Street as now platted;

Also, a parcel of land comprising all that part of said Government Lot 3 which is included within two lines running parallel with and respectively 33 feet and 50 feet distant southeasterly (measured at right angles) from the center line of River Street as originally platted, lying northeasterly of a line running parallel with and 100 feet distant northeasterly (measured at right angles) from said reference line "A" and southwesterly of a line running at right angles with said center line of River Street through a point therein distant seven hundred twenty-four and seventy-seven one-hundredths (724.77 feet measured along said center line from its intersection with the southeasterly extension of the center line of Taylor Street as now platted.

Containing thirty-eight thousand nine hundred eighty-eight (38,988) square feet, more or less, exclusive of lands hereto fore released for street purposes.

Exhibit A to Partial Release dated the 10th day of December, 1975.

Authenticated:

THE NORTHERN TRUST COMPANY
(Name of Trustee)

By /s/ Joseph M. Robinson
Its TRUST OFFICER

STATE OF WISCONSIN) ss.
Department of State)
Received this 13th day of February A. D. 19 76 at 2 o'clock P M. and recorded in Vol. 50 of RRM on page 378-379
Douglas LaFollette
Secretary of State

PARTIAL RELEASE OF MORTGAGED PROPERTY

KNOW BY ALL MEN BY THESE PRESENTS, That FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association, as Corporate Trustee, and FRANK B. KRAUSE, as Individual Trustee (successor to Frank B. Weck, Individual Trustee), under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1954, known and denominated as the First Mortgage of Wisconsin Central Railroad Company (assumed by Soo Line Railroad Company as of January 1, 1961, and hereinafter referred to as the "Mortgage"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby release, convey and quitclaim unto the said Soo Line Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that they may have acquired under, through or by virtue of the said Mortgage in and to the following described property situated near the City of Chippewa Falls, County of Chippewa, State of Wisconsin, to-wit:

Approximately 38,988 square feet, more
or less, of land particularly
described in Exhibit A attached hereto
and by this reference made a part hereof.

This partial release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said FIRST NATIONAL BANK OF MINNEAPOLIS as Corporate Trustee, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed and said Frank B. Krause, as Individual Trustee, has executed these presents this 3rd day of November, 1975.

Executed, Sealed and Delivered as to Corporate Trustee in the Presence of:

/s/ P. J. Meyers

/s/ Kay F. Robinson

FIRST NATIONAL BANK OF MINNEAPOLIS
Corporate Trustee, as aforesaid

By /s/ C. M. Tilden
Its Vice President

ATTEST:

/s/ John Scanlon

Executed and delivered as to Individual Trustee in the Presence of:

/s/ P. J. Meyers

/s/ Kay F. Robinson

FRANK B. KRAUSE
Individual Trustee, as aforesaid,

/s/ Frank B. Krause

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 3rd day of November, 1975, personally appeared beofre me the above named C. M. Tilden and John Scanlan to me personally known, who each being duly sworn did say that they are the Vice President and Assistant Secretary, respectively, of First National Bank of Minneapolis, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said C. M. Tilden and John Scanlan acknowledged said instrument to be the free act and deed of the said corporation.

/s/ J. A. Quale

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 3rd day of November, 1975, personally appeared the above named Frank B. Krause, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who, by me being duly sworn, did say that he executed and delivered said instrument as his free and voluntary act and deed.

/s/ J. A. Quale

It is hereby certified that the above Partial Release of Mortgaged Property is a true copy of an original document executed by First National Bank of Minneapolis and Frank B. Krause, as Trustees, which document was delivered to Soo Line Railroad Company.

FIRST NATIONAL BANK OF MINNEAPOLIS

By /s/ unidentifiable
Its Assistant Vice President

EXHIBIT A

DESCRIPTION OF LANDS
IN THE CITY OF CHIPPEWA FALLS
COUNTY OF CHIPPEWA, STATE OF WISCONSIN

Land in the City of Chippewa Falls, Chippewa County, State of Wisconsin, described as follows:

A parcel of land comprising all that part of Government Lot Three (3) of Section Six (6), Township Twenty-eight (28) North, Range Eight (8) West, bounded and described as follows: On the northwesterly side by the southeasterly line of River Street as originally platted and on the southeasterly side by the Chippewa River and on the southwesterly and northeasterly sides by two lines running parallel with and respectively 100 feet distant southwesterly and 100 feet distant northeasterly (measured at right angles) from the following described reference line "A": Commencing at the northeast corner of Government Lot One (1) of Section Seven (7), Township Twenty-eight (28) North, Range Eight (8) West, thence east three and seventy-four one-hundredths (3.74) feet to a point on the center line of new Main Street being Station 39+42.51 of said reference line "A"; thence N20°09' W along the center line of new Main Street a distance of two and thirty-six one-hundredths (2.36) feet being Station 39+44.87 of said reference line "A"; thence N 20°25' W along the center line of new Main Street a distance of four hundred seventy-five (475) feet, more or less, to the thread of the Chippewa River and the point of beginning of reference line "A"; thence continuing N 20°25' W along the center line of new Main Street a distance of five hundred eighty and thirteen one-hundredths (580.13) feet to the intersection of the center lines of River Street (S.T.H.29) and Pine Street being Station 50+00 of said reference line "A";

Also, that part of the southeasterly twelve (12) feet of River Street vacated by Ordinance dated June 9, 1902, lying southwesterly of a line running at right angles with the center line of River Street as originally platted through a point therein distant seven hundred twenty-four and seventy-seven one-hundredths (724.77) feet measured along said center line from its intersection with the southerly extension of the center line of Taylor Street as now platted;

Also, a parcel of land comprising all that part of said Government Lot 3 which is included within two lines running parallel with and respectively 33 feet and 50 feet distant southeasterly (measured at right angles) from the center line of River Street as originally platted, lying northeasterly of a line running parallel with and 100 feet distant northeasterly (measured at right angles) from said reference line "A" and southwesterly of a line running at right angles with said center line of River Street through a point therein distant seven hundred twenty-four and seventy-seven one-hundredths (724.77) feet measured along said center line from its intersection with the southeasterly extension of the center line of Taylor Street as now platted.

Containing thirty-eight thousand nine hundred eighty-eight (38,988) square feet, more or less, exclusive of lands heretofore released for street purposed.

Exhibit A to Partial Release dated the 3rd day of November, 1975.

Authenticated:

First National Bank of Minneapolis, Trustee
(Name of Trustee)

By /s/ unidentifiable
Its VICE PRESIDENT

STATE OF WISCONSIN) ss.
Department of State)
Received this 16th day of February A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 379-380
Douglas LaFollette
Secretary of State

Authorization No, P-8647

EASEMENT DEED NO. 79606

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of THREE HUNDRED AND NO/100 DOLLARS ($300.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to DOUGLAS COUNTY, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the County of Douglas, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company right-of-way lying within the NW¼-NW¼, Section 3, T. 46 N., R. 12W., and the SE¼-SW¼, Section 34, T. 47 N., R. 12 W., a reference line to which is described as follows: Commencing at the southwest corner of Section 34, T. 47 N., R. 12 W., thence S. 1°00' 23" E., 19.83' to the reference line thence S. 88° 41' 40" E., 2.42', thence N. 88° 35' 13" E., 753.09', thence S. 87° 53' 49" E., 1452.38' to the place of beginning, thence N. 87° 53' 49" W., 508.44'.

Width of parcel all as measured perpendicular to and westerly along the reference line from the place of beginning is as follows:

On the Northerly Side: 45' for the entire westerly distance.

On the Southerly Side: 75' for the first 372.81', 175' for the remaining westerly distance.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees, and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.

DATED this 16th day of January, 1976.

Signed, Sealed and Delivered in Presence of:

/s/ M.F. Chatterton

/s/ Dorthelia Bryant

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ Robert W. Mickey
Robert W. Mickey, Assistant Vice President

Attest /s/ G. L. Vargason
G.L. Vargason, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, A. S. Fleck, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G. L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free andvoluntary act; that the seal affixed to said instrument is the seal of said corporation ; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 16th of January, 1976.

/s/ A. S. Fleck
Notary Public, in and for the County of Cook
in the State of Illinois
A. S. Fleck

My Commission Expires: August 23, 1978

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of February A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 381
Douglas LaFollette
Secretary of State

Authorization No. P-8875

EASEMENT DEED NO. 79549

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY-ONE AND NO/100 DOLLARS ($251.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, oever, upon, and across the following described real estate situated in the County of Winnebago, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company right of way in the SW¼ - SE¼, Section 5, and the north 33 feet of the NW¼ -NE¼, Section 8, all in T19N, R17E, lying south of a line located 120 feet north of and parallel with the CTH "G" reference line described as follows:

Commencing at a point on the south line of said Section 5 a distance of 1089.84 feet west of the southeast corner thereof; thence N 12°-59'-05" E 54.95 feet to a point on said reference line; thence N 85°-53'-38" W 115.93 feet; thence along the arc of a 2864.79 foot radius curve to the left 334.34 feet; thence S 87°-25'-09" W to the westerly line of said owners lands.

Also, all that part of the Chicago and North Western Transportation Company right of way in the SW¼ - NW¼ and NW¼ -SW¼ Section 17, T19N, R17E, lying between lines located 50 feet distant on each side of and parallel with the east frontage road reference line described as follows:

Beginning at a point on the north line of said Section 17 a distance of 413.15 feet west of the north one-quarter corner thereof; thence S20°-23'-35" W 2275.68 feet; thence along the arc of a 763.94 foot radius curve to the right 898.00 feet; thence S 87°-44'-35" W to the westerly line of said owners lands.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purposes.

Dated this 10th day of December, 1975.

Signed, Sealed and Delivered in Presence of:

/s/ M.F. Chatterton

/s/ Dorthelia Bryant

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ Robert W. Mickey
Robert W. Mickey, Assistant Vice President

Attest /s/ G. L. Vargason
G. L. Vargason, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and G. L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 10th of December, 1975.

Helen M. Wright
Notary Public, in and for the County of Cook
in the State of Illinois
Helen M. Wright

My Commission Expires: March 9, 1978

This instrument was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of February A. D. 19 76 at 2 o'clock P. M. and recorded in Vol. 50 of RRM on page 382
Douglas LaFollette
Secretary of State

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
UCC-3 Financing Statement

In Forest Junction, Calumet County, Wisconsin, described as follows:

Chicago and North Western Transportation Company right of way and Station Grounds; In the West ½, NW ¼, Section 17, Township 20 North, Range 20 East.

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of February A. D. 19 76 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 383
Douglas LaFollette
Secretary of State
FILING # 11

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY
UCC-3 Financing Statement

In Hilbert, Calumet County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul & Pacific Railroad Company right of way and Station Grounds; in the Southwest ¼ Southwest ¼, Section 6, Township 19 North, Range 20 East.

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of February A. D. 19 76 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 383
Douglas LaFollette
Secretary of State
FILING # 12

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY
UCC-3 Financing Statement

In Lena, Oconto County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul & Pacific Railroad Company right of way and Station Grounds in the Southeast Quarter of the Southeast Quarter, Section 27, Township 29 North, Range 20 East.

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of February A. D. 19 76 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 383
Douglas LaFollette
Secretary of State
FILING # 13

GREEN BAY & WESTERN RAILROAD COMPANY
UCC-3 Financing Statement

In Hixton, Jackson County, Wisconsin, described as follows:

Green Bay & Western Railroad Company right of way and Station Grounds in the Northeast Quarter of the Southeast Quarter Section 17, Township 22 North, Range 5 West.

UCC-FINANCING CONTINUATION FILED 12/4/80
FILING #90

STATE OF WISCONSIN } ss.
Department of State
Received this 17th day of February A. D. 19 76 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 384
Douglas LaFollette
Secretary of State
FILING # 14

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto CITY OF MILWAUKEE, WISCONSIN, Grantee, an easement for highway purposes as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following lands in Milwaukee County, Wisconsin, described as:

That part of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way in the Southwest ¼ of Section 29, Township 6 North, Range 22 East, described as follows: Commencing at the point of intersection of the present north line of West Grange Avenue and the easterly line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way, which point lies 24.75 feet north of and normal to the south line of said ¼ Section; running thence due West along said north line of West Grange Avenue, 125.26 feet to a point in the westerly line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way; thence North 3°41'30" West along said westerly line, 30.31 feet to a point which lies 55.00 feet north of and normal to the south line of said ¼ section; thence due East and parallel with the south line of said ¼ Section, 125.26 feet to a point in the easterly line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way; thence South 3°41'30" East along said easterly line, 30.31 feet to the point of commencement.

ALSO

That part of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way in the Northwest ¼ of Section 32, Township 6 North, Range 22 East, described as follows: Commencing at the point of intersection of the present south line of West Grange Avenue and the easterly line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way, which point lies 24.75 feet south of and normal to the north line of said ¼ Section; running thence South 3°41' 30" East along said easterly line, 30.31 feet to a point which lies 55.00 feet south of and normal to the north line of said ¼ Section; thence due West and parallel with the north line of said ¼ Section, 200.42 feet to a point in the westerly line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way; thence North 3°41'30" West along said westerly line, 30.31 feet to a point in said south line of West Grange Avenue; thence due East along said south line, 200.42 feet to the point of commencement.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

This easement is subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice President and by its Assistant Secretary on February 9, 1976.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

J. M. Rekar
Witness

By: /s/ E. J. Stoll
Vice President

ATTEST:

Deborah Zralka
Witness

By: /s/ G. G. Grudnowski
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this February 9, 1976, E. J. Stoll, Vice President and G. G. Grudnowski, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ Raymond H. Keegan
Notary Public

STATE OF WISCONSIN } ss.
Department of State
Received this 26th day of February A. D. 19 76 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 384A
Douglas La Follette
Secretary of State

SOO LINE RAILROAD COMPANY
UCC-3 Financing Statement

In Spencer, Marathon County, Wisconsin, described as follows:

Soo Line Railroad Company right of way and Station Grounds in the Northwest Quarter of the Northwest Quarter and in the Southeast Quarter of the Northwest Quarter, Section 8, Township 26 North, Range 2 East.

UCC-Financing Continuation Filed 12/4/80
Filing # 91

STATE OF WISCONSIN } ss.
Department of State
Received this 8th day of March A. D. 19 76 at 2 o'clock P. M. and recorded in Vol. 50 of RRM on page 384A
Douglas La Follette
Secretary of State
FILING #15

THIS INDENTURE, made by SOO LINE RAILROAD COMPANY, a Minnesota Corporation, Soo Line Building, Minneapolis, Minnesota, 55402, Successor by merger to Wisconsin Central Railroad Company, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation, of 516 West Jackson Boulevard, Chicago, Illinois, 60606, Grantors, do hereby Convey and Quitclaim to the CITY OF CHIPPEWA FALLS, WISCONSIN, a Municipal Corporation, Grantee, for the sum of Twenty Nine Thousand Two Hundred and No/100 Dollars ($29,200.00) for highway pruposes as long as so used, the following described parcels of land in the City of Chippewa Falls, Chippewa County, Wisconsin:

A parcel of land comprising all that part of Government Lot Three (3) of Section Six (6), Township Twenty-eight (28) North, Range Eight (8) West, bounded and described as follows: On the northwesterly side by the southeasterly line of River Street as originally platted and on the southeasterly by the Chippewa River and on the southwesterly and northeasterly sides by two lines running parallel with and respectively 100 feet distant southwesterly and 100 feet distant northeasterly (measured at right angles) from the following described reference line "A": Commencing at the northeast corner of Government Lot One (1) of Section Seven (7), Township Twenty-eight (28) North, Range Eight (8) West, thence east three and seventy-four one-hundredths (3.74) feet to a point on the center line of new Main Street being Station 39+42.51 of said reference line "A"; thence N 20°09' W along

the center line of new Main Street a distance of two and thirty-six one-hundredths (2.36) feet being Station 39+44.87 of said reference line "A"; thence N20°25' W along the center line of new Main Street a distance of four hundred seventy-five (475) feet, more or less, to the thread of the Chippewa River and the point of beginning of reference line "A"; thence continuing N 20°25'W along the center line of new Main Street a distance of five hundred eighty and thirteen one-hundredths (580.13) feet to the intersection of the center lines of River Street (S.T.H.29) and Pine Street being Station 50+00 of said reference line "A";

Also, that part of the southeasterly twelve (12) feet of River Street vacated by Ordinance dated June 9, 1902, lying southwesterly of a line running at right angles with the center line of River Street as originally platted through a point therein distant seven hundred twenty-four and seventy seven one-hundredths (724.77) feet measured along said center line from its intersection with the southerly extension of the center line of Taylor Street as now platted;

Also, a parcel of land comprising all that part of said Government Lot 3 which is included within two lines running parallel with and respectively 33 feet and 50 feet distant southeasterly (measured at right angles) from the center line of River Street as originally platted, lying northeasterly of a line running parallel with and 100 feet distant northeasterly (measured at right angles) from said reference line "A" and southwesterly of a line running at right angles with said center line of River Street through a point therein distant seven hundred twenty-four and seventy-seven one-hundredths (724.77) feet measured along said center line from its intersection with the southeasterly estension of the center line of Taylor Street as now platted.

Containing thirty-eight thousand nine hundred eighty-eight (38,988) square feet, more or less, exclusive of lands heretofore released for street purposes.

Reserving, however, unto the Grantors, their successors and assigns, an easement thirty (30) feet in width for the construction, reconstruction, operation, maintenance, repair and renewal of such of their railroad facilities as are now or such additional facilities as in the future may be located over, upon or across the real estate first above described for a single track railroad crossing of the newly located Main Street as required for railroad purposes not inconsistent with the use thereof for street or highway purposes; together with the right to enter upon the above described lands and to do such work thereon as Grantor's Chief Engineer shall deem necessary to protect Grantor's track from damage by erosion or other natural cause.

Reserving in the Grantor, its successors and assigns, all oil, gas and other minerals, in or under or produced from said land, together with full right through its servants, employees, agents, licensees or appointees, to enter and re-enter into and upon and pass over and across said lands for the purpose of exploring for, mining and removing such oil, gas and other minerals, or any of them, at all times in such a manner as to not unnecessarily damage the surface of said premises thereby.

IN WITNESS WHEREOF, the Grantors have caused their corporate seals to be hereunto affixed, and these presents to be executed by their duly authorized officers the 18th day of November 1975.

Signed and Sealed in Presence of :

/s/ Mary Lou Psyk

/s/ Nancy Anderson

SOO LINE RAILROAD COMPANY

By /s/ F.W. Crouch
Vice President and General Counsel

ATTEST:

/s/ Doris L. Valley
Its Secretary

Signed and Sealed in Presence of:

/s/ P.A. Campbell

/s/ J.E. Kot

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By /s/ W.L. Smith
Its President

ATTEST:

/s/ G.G. Grudnowski

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

Personally came before me this 18th day of November, 1975, F.W. Crouch, Vice President and General Counsel, and Doris L. Valley, Secretary, of the Soo Line Railroad Company, a Minnesota Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ Douglas L. Hanson
Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Personally came before me this 6th day of November, 1975, W.L. Smith, President, and G.G. Grudnowski, Assistant Secretary, of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin Corporation, to me known to be such President and Assistant Secretary of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ Raymond H. Keegan, Jr.
Notary Public

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 24th day of
March A. D. 19 76 at 2
o'clock P. M. and recorded in Vol.
50 of RRM
on page 384 & 86
Douglas La Follette
Secretary of State

EASEMENT DEED NO. 79665 Authorization No. P-8958

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE HUNDRED FIFTY AND NO/100 DOLLARS ($150.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Winnebago, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company right of way in the southeast one quarter of Section 9, T20 N, R17 E, lying between lines located 325 feet north of and 200 feet south of and parallel with the Tri-County Expressway reference line described as follows:

Beginning at a point 1884.37 feet N 88°-50'-43" E of and 1438.04 feet N2°-42'-41"W of the southwest corner of said Section 9; thence N 89°-09'-53" E along said reference line to the west shore of Little Lake Butte des Morts.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.

DATED this 26th day of February, 1976.

Signed, Sealed and Delivered in Presence of:

/s/ M. F. Chatterton

/s/ R. S. Kennerley

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ Robert W. Mickey
Robert W. Mickey, Assistant Vice President

Attest /s/ G. L. Vargason
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act, that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 26th of February, 1976.

/s/ Helen M. Wright
Notary Public, in and for the County of Cook
in the State of Illinois
Helen M. Wright

My Commission Expires: March 9, 1978

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State
Received this 29th day of
March A. D. 19 76 at 10
o'clock A. M. and recorded in Vol.
50 of RRM
on page 386-387
Douglas La Follette
Secretary of State

Authorization No. P-8941

EASEMENT DEED NO. 79648

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($6,200.00) grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Milwaukee and the State of Wisconsin, to wit:

A strip of land crossing the right of way of the Chicago and North Western Transportation Company located in the Southeast ¼ of Section 6, Township 8 North, Range 21 East, said strip of land being 160 feet in width, located 75 Feet northerly of and 85 feet southerly of, as measured at right angles and/or radially to a Reference Line described below.

Reference Line

Beginning at the southwest corner of the Southeast ¼ of Section 6, Township 8 North, Range 21 East, in the aforesaid Milwaukee County; thence North 86° 26' 16.09" East along the south line of said ¼ Section, 413.62 feet to a point of curve; thence northeasterly along the arc of curve, concave to the northwest, with a radius of 2291.831 feet and a long chord of 671.279 feet, bearing North 78° 00' 59.4" East, a distance of 673.702 feet to a point of tangency; thence North 69° 35' 42.92" East. 709.686 feet to a point of curve; thence easterly along the arc of curve, concave to the southeast, with a radius of 2864.789 feet and a long chord of 494.309 feet, bearing North 74° 32' 40.19" East, a distance of 494.924 feet to a point of compound curve; thence easterly along the arc of compound curve concave to the southeast, with a radius of 2320.341 feet and a long chord of 355.221 feet, bearing North 83° 53' 01.51" East, a distance of 355.569 feet to a point of tangency; thence North 88° 16' 25.52" East, 82.891 feet to a point of ending of the Reference Line on the east line of the aforesaid Southeast ¼ Section, located North 00° 05' 29.36" West, 419.753 feet of the southeast corner of said section 6.

Also, all existing, future or potential common law or statutory easements or rights of access to relocated Brown Deer Road, currently designated as S.T.H. 74, and all of the abutting remaining real property of the Grantor, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: That part of the said Transportation Company right of way in the Southeast ¼ of Section 6, Township 8 North, Range 21 East, lying northerly of and southerly of the 160 foot strip of land described above on which a permanent highway easement was conveyed.

Also, that part of the Transportation Company right of way lands in the southeast one-quarter of Section 6, Township 8 North, Range 21 East, lying easterly of a Public Highway Right of Way Line described as follows: Beginning at a point on the south line of said one-quarter section, located 65.119 feet South 86° 26' 16.09" West of the southeast corner of said one-quarter section; thence North 00° 31' 13.57" West, 290.715 feet; thence North 89° 54' 30.64" East, 67.176 feet to a point on the east line of said one-quarter section, located 286.765 feet North 00° 05' 29.36" West of the southeast corner of said one-quarter section.

And also, the westerly 65 feet (as measured at right angles to the west line of the hereinafter mentioned Northwest ¼ Section) of the right of way of the Chicago and North Western Transportation Company in the Northwest ¼ of Section 8, Township 8 North, Range 21 East.

Also acquired herein are all existing, future or potential common law or statutory easements or rights of access between North 107th Street and all the remaining real property of the Grantor, whether acquired by separate conveyance or otherwise, in the Northwest ¼ of Section 8, Township 8 North, Range 21 East, excepting therefrom the north 33 feet.

These parcels contain 0.608 acres, more or less, exclusive of lands already in use for highway purposes.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.

DATED this 17th day of February, 1976.

Signed, Sealed and Delivered in Presence of:

/s/ M.F. Chatterton

/s/ Dorthelia Bryant

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ Robert W. Mickey
Assistant Vice President

Attest /s/ G. L. Vargason
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G.L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 17th of February, 1976.

/s/ Helen M. Wright
Notary Public, in and for the County of Cook in the State of Illinois
Helen M. Wright

My commission Expires: March 9, 1978

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN, Department of State, ss.
Received this 29th day of March A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 387-388
Douglas La Follette
Secretary of State

Authorization No. P-8940

EASEMENT DEED NO. 79669

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), grants a permanent easement for a pedestrian underpass, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, upon, over, under and across the following described real estate situated in the County of Milwaukee, and the State of Wisconsin, to wit:

That part of the West 65 feet of the Northwest Quarter of the Southeast Quarter of Section 32, Township 8 North, Range 22 East of the Fourth Principal Meridan, lying Easterly of the (present) East line of North Port Washington Road, and lying between lines parallel with and distant 50 feet Northeasterly and 50 feet Southwesterly, measured at right angles, from the center line of the main track of the Northwestern Union Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 32.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described, and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof granted herein. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

DATED this 2nd day of March, 1976.

Signed, Sealed and Delivered in Presence of:

/s/ M. F. Chatterton

/s/ Dorthelia Bryant

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ Robert W. Mickey
Assistant Vice President

Attest /s/ G.L. Vargason
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G. L. Vargason, to me personally known to me to be respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 2nd of March, 1976.

/s/ Helen M. Wright
Notary Public, in and for the County of Cook in the State of Illinois
Helen M. Wright

My commission Expires: March 9, 1978

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN, Department of State, ss.
Received this 22nd day of April A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 388-89
Douglas La Follette
Secretary of State

THIS INDENTURE, made this 10th day of February, 1976, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, Soo Line Building, Minneapolis, Minnesota, 55402, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of Two Hundred Fifty-one and No/100 Dollars ($251.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for the construction and maintenance of highways only as long as so used upon and across lands owned by said Company at the following described locations in Winnebago County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Five (5) and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section Eight (8), all in Township Nineteen (19) North, Range Seventeen (17) East, bounded and described as follows: On the easterly and westerly sides by two lines running parallel with and respectively 33 feet distant easterly and 33 feet distant westerly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Sections 5 and 8; on the southerly side by the southerly line of the northerly 33 feet of said NW 1/4 NE 1/4 of Section 8; on the northerly side by a line running parallel with and 120 feet distant northerly (measured at right angles) from the following

described reference line: beginning at a point on the south line of said Section 5 a distance of 1089.84 feet west of the southeast corner thereof; thence N 12° 59'05" E 54.95 feet to a point on said reference line; thence N 85°53' 38" W 115.93 feet; thence along the arc of a 2864.79 foot radius curve to the left 334.34 feet; thence S 87°25'09" W to the westerly right of way line of Soo Line Railroad Company's land being a line running parallel with and 33 feet distant westerly (measured at right angles) from said main track center line;

Also, a parcel of land comprising all that part of the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section Seventeen (17), Township Nineteen (19) North, Range Seventeen (17) East, bounded and described as follows: On the easterly and westerly sides by two lines running parallel with and respectively 33 feet distant easterly and 33 feet distant westerly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 17; on the northerly and southerly sides by two lines running parallel with and respectively 50 feet distant northerly and 50 feet distant southerly (Measured at right angles) from the following described frontage road reference line: beginning at a point on the north line of said Section 17 a distance of 413.15 feet west of the north one-quarter corner thereof; thence S 20°23'35" W 2275.68 feet; thence along the arc of a 763.94 foot radius curve to the right 898.00 feet; thence S 87°44'35" W to the westerly right of way line of Soo Line Railroad Company's land being a line running parallel with and 33 feet distant westerly (measured at right angles) from said main track center line.

The above parcels contain 0.55 acres, more or less.

The Company reserves the right and privilege to use the above described lands for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said lands, and further reserves the right and privilege to use said lands for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said lands in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described locations however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

SOO LINE RAILROAD COMPANY

/s/ Mary Lou Psyk

By /s/ F. W. Crouch
Its Vice President and General Counsel

/s/ J. A. Doering

ATTEST:

By /s/ Doris L. Valley
Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 10th day of February, 1976, F.W. Crouch, Vice President and General Counsel, and Doris L. Valley, Secretary, of the above named corporation and to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ Douglas L. Hanson
Notary Public-Minnesota
Hennepin County
My Commission Expires Mar. 23, 1981

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of
June A. D. 19 76 at 10
o'clock A. M. and recorded in Vol.
50 of R R M
on page 389-390
Secretary of State

THIS INDENTURE, made this 12th day of May, 1976, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of One and No/100 Dollars ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used upon and across lands owned by said Company at the following described location in St. Croix County, Wisconsin, to-wit:

The easterly 65 feet of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section Thirty-four (34), Township Thirty-one (31) North, Range Eighteen (18) West, which is included within two lines running parallel with and respectively 50 feet distant northerly and 100 feet distant southerly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 34 and the section hereinafter referred to.

The westerly 60 feet of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Thirty-five (35), Township and Range aforesaid, which is included within two lines running parallel with and respectively 122.5 feet distant northerly and 102.5 feet distant southerly (measured at right angles) from said main track center line.

The Company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location, however long continued, shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

SOO LINE RAILROAD COMPANY

/s/ J. A. Doering

By /s/ F. W. Crouch
Vice President and General Counsel

/s/ Nancy M. Anderson

ATTEST:

By /s/ Charles H. Clay
Its Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 12th day of May, 1976, F. W. Crouch, Vice President and General Counsel, and Charles H. Clay, Assistant Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ Douglas L. Hanson
Notary Public-Minnesota
Hennepin County
My Commission Expires Mar. 23, 1981

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of
June A. D. 19 76 at 2
o'clock P. M. and recorded in Vol.
50 of R R M
on page 391
Secretary of State

Project No. I.D. 1020-6-50 Authorization No. P-8885

EASEMENT DEED NO 79731

THIS INDENTURE, Made by the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, as successor of substantially all of the transportation assets of the Chicago and North Western Railway Company, a Wisconsin corporation, GRANTOR, for the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), does hereby GRANT to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, an Easement for the construction, operation and maintenance of twin highway bridges and for no other use or purpose whatsoever, together with the support thereof, over and across the following described real estate in the City of Milwaukee, Milwaukee County, Wisconsin, namely:

That part of the Southeast One-Quarter of Section 8, Township 6 North, Range 22 East, bounded and described as follows: Commencing at the Northwest corner of said One-Quarter Section; thence North 88° 13' 33" East along the North line of said One-Quarter Section 932.33 feet; thence South 6°17'13" East and parallel to the center line of the North-South Freeway 132.94 feet to a point on the Northerly right of way line of the Chicago and North Western Transportation Company, said point being the point of beginning of the lands to be described; thence continuing South 6° 17' 13" East 106.27 feet to a point on the Southerly right of way line of the Chicago and North Western Transportation Company, as it currently exists; thence North 67° 32' 12" East along said Southerly right of way line 166.60 feet; thence North 6° 17' 13" West 107.27 feet to a point on said Northerly right of way line; thence on the arc of curve, on the aforesaid Northerly right of way line, concave to the North and with a radius of 1861.50 feet and a long chord of 166.88 feet bearing South 67° 12' 20" West, a distance of 166.94 feet to the point of beginning.

Reserving, however, unto the Grantor, its successors and assigns, the right to construct, reconstruct, operate, maintain, repair, and renew such of its facilities as are now, or such additional facilities as in the future may be, located over, upon, or across the real estate above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

Dated this 30th day of April, 1976.

Signed, Sealed and Delivered in Presence of:

/s/ M. F. Chatterton

/s/ Janet Scott

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ Robert W. Mickey
Assistant Vice President

Attest /s/ G. L. Vargason

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and G. L. Vargason, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 30th of April, 1976.

/s/ Helen M. Wright
Notary Public, in and for the County of Cook in the State of Illinois

My Commission Expires: March 9, 1978

Helen M. Wright

This document was drafted by the Chicago and North Western Transportation Company, 400 W. Madison St., Chicago, Illinois 60606

STATE OF WISCONSIN } ss.
Department of State
Received this 16th day of June A. D. 19 76 at 2 o'clock P. M. and recorded in Vol. 50 of RRM on page 392
Douglas La Follette
Secretary of State

PROJECT NO. I.D. 1122-1-51

Par. 7, Winnebago Co.
Soo Line Railroad

THIS INDENTURE, made this 14th day of April, 1976 between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company in consideration of Two Hundred Fifty and NO/100 Dollars ($250.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for the construction and maintenance of a highway only as long as so used upon and across lands owned by said Company at the following described location in Winnebago County, Wisconsin, to-wit:

A strip of land 77 feet in width comprising all that part of the Southeast Quarter (SE 1/4) of Section Nine (9), Township Twenty (20) North, Range Seventeen (17) East, bounded and described as follows: On the northwesterly and southeasterly sides by two lines running parallel with and respectively 33 feet distant northwesterly and 44 feet distant southeasterly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said section 9; on the northeasterly and southwesterly sides by two lines running parallel with and respectively 325 feet distant northeasterly and 200 feet distant southwesterly (measured at right angles) from the following described Tri-County Expressway reference line: Beginning at a point 1884.37 feet N 88° 50' 43" E of and 1438.04 feet N 2° 42' 41" W of the southwest corner of said Section 9; thence N 89° 09' 53" to the west shore of Little Lake Butte des Morts and there terminating.

The Company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonable interfere with the maintenance and safe and continous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporated seal to be hereunto affixed, the day and year first above written.

In the Presence of:

By /s/ Mary Lou Psyk

/s/ Nancy M. Anderson

SOO LINE RAILROAD COMPANY

By /s/ F. W. Crouch
Its Vice President and General Counsel

ATTEST:

By /s/ Doris L. Valley
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 14th day of April, 1976, F. W. Crouch, Vice President and General Counsel, and Doris L. Valley, Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority

/s/ Douglas L. Hanson
Notory Public-Minnesota
Hennepin County
My Commission Expires Mar. 23, 1981

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of July A. D. 19 76 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 393
Douglas La Follette
Secretary of State

PROJECT NO. I. D. 8640 - 1 - 21

Parcel 4, Dunn County
Soo Line Railroad

THIS INDENTURE, Made this 12th day of May , 1976, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of Two Hundred Fifty and No/100 Dollars (250.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used upon and across lands owned by said Company at the following described location in Dunn County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Soo Line Railroad Company's 100 foot right of way in the Northwest Quarter of the Northwest Quarter (NW ¼ NW¼) of Section Thirty-six (36), Township Thirty (30) North, Range Fourteen (14) West, described as follows: Commencing at the northwest corner of said Section 36; thence S 3° 30' 51" E (grid) along the west line of said Section 36 to a point of intersection with a line (hereinafter referred to as "line A") running parallel with and 50 feet distant southerly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 36; thence easterly along said "line A" a distance of 33.39 feet to a point of intersection with a line running parallel with and 33 feet distant easterly (measured at right angles) from said west line of Section 36, being the actual point of beginning of the parcel herein described; thence northerly along the last mentioned parallel line a distance of 45.29 feet; thence S 59° 06' 06" E (grid) a distance of 54.43 feet; thence N 78° 03' 15" E (grid) a distance of 742.58 feet; thence N 82° 01' 58" E (grid) 33.71 feet to a point of intersection with said "Line A"; thence westerly along said "line A" a distance of 822.78 feet to the actual point of beginning.

The term "grid" used above refers to orientation in the Wisconsin Coordinate system.

The Company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsitent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporated seal to be hereunto affixed, the day and year first above written.

In the Presence of:

SOO LINE RAILROAD COMPANY

/s/
Nancy M. Anderson

By /s/ F. W. Crouch
Its Vice President and General Counsel
F. W. Crouch

ATTEST:

/s/ J. S. Doering

By /s/ Charles H. Clay
Its Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 12th day of May , 1976, F. W. Crouch , Vice President and General Counsel , and Charles H. Clay , Assistant Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ Douglas L. Hanson
Notary Public - Minnesota
Hennepin County

My Commission Expires March 23, 1981

This instrument was drafted by;
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN)
Department of State) ss.
Received this 16th day of
July A.D. 76 10
o'clock A.M. and recorded in V. I.
50 of RRM
on page 394
Douglas La Follette
Secretary of State

PROJECT I.D. NO. 6707-2-5-
BRS 0292 (1)

Parcel No. 4
Columbia County

THIS INDENTURE, Made by the Chicago, Milwuakee, St. Paul and Pacific Railroad Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, hereby conveys to the State of Wisconsin, Department of Transportation, Division of Highways grantee, for that sum of One dollar and no/100 ($1.00) Dollars.

An EASEMENT FOR HIGHWAY PURPOSES, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in Columbia County, Wisconsin.

A parcel of land in the SE¼-SW¼ and SW¼-SE¼ of Section 20, Town 11 North, Range 12 East thereof, located from a highway reference line described as follows:

Commencing at a point on the south line of said Section 20, 2615.56 feet easterly of its southwest corner;

Thence N 0° 23' 48"W, 882.30 feet to the point of beginning of said refernce line:

Thence continuing N 0°23' 48"W, 333.51 feet.

Said parcel includes all that land of the owner lying between easterly and westerly lines described as follows:

Easterly Line

From a point 100 feet to a point 60 feet, both points being easterly of and normal to the above-described reference line for the first 209.40 feet as measured along said reference line.

Westerly Line

From a point 80.4 feet to a point 80 feet, both points being westerly of and normal to the above-described refernce line for the last 175.61 feet as measured along said reference line.

Said parcel contains 0.61 of an acre, more or less.

The above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns and is subject to any and all public or private utilities now located on the above described real estate.

Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair and renew such of its facilities as are now or such additional facilities as in the future may be located over, upon or across the real estate above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

The consideration state herein is payment in full for the property described herein and includes full compensation for items of damage set forthe in sed. 32.09 Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
Compensation for additional items of damage listed in sec 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by E. J. Stoll, its Vice President, and countersigned by J. T. Taussig, its Secretary, at Chicago, Illinois, and its corporate seal to be hereunto affixed, this day of June A.D., 1976.

Chicago, Milwaukee, St. Paul and Pacific
Railroad Company Corporate Name

/s/ E.J. Stoll
Vice President

Signed and Sealed in Presence of

/s/ J. M. Rekar

/s/ J. E. Kot

Countersigned:

/s/ J. t. Taussig
Secretary

STATE OF ILLINOIS
Cook County) ss.

Personally came before me, this 28th day of June A.D., 1976, E. J. Stoll, Vice President, and J. T. Taussig, Secretary of the above named Corporation, to me knwon to be the persons who executed the foregoing instrument, and to me known to be such Vice president and Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

/s/ Raymond H. Keegan
Notary Public-Cook County
My Commission expires November 30, 1979

Received For Record

This instrument was drafted by the State of Wisconsin
Department of Transportation, Division of Highways

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee, and all mortgages supplementary thereto.

STATE OF WISCONSIN } ss.
Department of State }
Received this 16th day of July A. D. 19 76 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 395-396
Douglas La Follette
Secretary of State

Project I.D. 2221-2-52
West Bend Bypass
Parcel 84

DEED NO. 79786

Authorization No. P-9033

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, as successor of substantially all of the transportation assets of Chicago and North Western Railway Company, a Wisconsin corporation, for the consideration of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (13, 500.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS of Madison, Wisconsin, GRANTEE, all interest in the following described real estate situated in the County of Washington, and the State of Wisconsin, to wit:

All that part of the Southeast Quarter (SE ¼) of Section Thirty-four (34), Township Twelve North, Range Nineteen (19) East of the Fourth Principal Meridian, lying Southerly and Westerly of a line drawn parallel with and Fifty (50) feet Southerly and Westerly, measured at right angles and radially from the center line of the main track of the Chicago and North Western Transportation Company as said main track is now located and established over and across said Southeast Quarter (SE ¼), together with all rights and interest in and to all reservations, restriction, conditions, and covenants contained in Deed, executed by Chicago and North Western Railway Company to West Bend Elevator, Inc., by an easement dated October 8, 1963, and recorded in the Office of the Register of Deeds for Washington Counth, Wisconsin, on February 11, 1964, in Volume 385 of Records, on Page 290, as Document Railway Company to West Bend Elevator, Inc., by an easement dated December 3, 1963, and recorded in the Office of the Register of Deeds for Washington County, Wisconsin, on February 11, 1964, in Volume 385 of Records on Page 293, as Document No 272266.

Grantor reserves, however, the right to remove all rail and track materials from the above-described lands without cost to the Grantee on or before December 31, 1976.

DATED this 1st day of June, 1976

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

/s/ M. F. Chatterton

/s/ Dorthelia Bryant

By /s/ Robert W. Mickey
Assistant Vice President

Attest /s/ Diane Kohler-Rausch
Assistant Secretary

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

I, Helen M. Wright, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Diane Kohler-Rausch, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, A Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st of June, 1976.

Notary Public, in and for the County of Cook
in the State of Illinois
Helen M. Wright

My commission Expires: March 9, 1978

This document was drafted by the Chicago and North Western Transportation Company, 400 W. Madison Street,, Chicago, Illinois 60606

STATE OF WISCONSIN } ss.
Department of State }
Received this 27th day of July A. D. 19 76 at 10:00 o'clock A M. and recorded in Vol. 50 of RRM on page 396-97
Douglas La Follette
Secretary of State

SOO LINE RAILROAD COMPANY
UCC-3 Financing Statement

In Glenwood City, St. Croix County, Wisconsin, Described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the West One-Half of the Northwest Quarter Section 26, Township 30 North, Range 15 West.

*U.C.C CONTINUATION FILED
MAY 26, 1981
FILING # 98

STATE OF WISCONSIN } ss.
Department of State }
Received this 28th day of July A. D. 19 76 at 8 o'clock A M. and recorded in Vol. 50 of RRM on page 397
Douglas La Follette
Secretary of State
FILING # 116

PROJECT 8012-01-21 Parcel No. 2

THIS INDENTURE, Made by Duluth, Missabe and Iron Range Railway Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, grantor, hereby conveys to the State of Wisconsin, Department of Transportation, Division of Highways grantee for the sum of One and No/100 ($1.00) Dollars.

An EASEMENT FOR HIGHWAY PURPOSES, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following lands in Douglas County, Wisconsin, namely;

All that part of the Duluth Missabe and Iron Range Railway Company's right of way located in the NW ¼ - SE ¼, Sec. 15, T. 48 N., R. 14 W., lying between lines located 100' easterly and 100' westerly of and parallel to the following described reference line:

Commencing at the South One Quarter Corner of said Sec. 15, thence S. 87° 42' 50" E. 1056.80', thence N. 1° 50' 03" E. 192.53', thence N. 1° 45' 05" E. 1400.66', thence N. 1° 18' 57" E. 52.51' more or less to the south right of way limits of said railroad right of way, thence N. 1° 18' 57" E. 120' more or less to the north right of way limits of said railroad right of way.

The above easement whall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns and is subject to any and all public or private utilities now located on the above dexcribed real estate.

Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair and renew such of its facilities as are now or such additional facilities as in the future may be located over, upon or across the real estate above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09 Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused thesepresents to be signed by D. B. Shank its Vice President, and countersigned by W. E. Bester, its Asst. Secretary, at Duluth, Minn. and its corporate seal to be hereunto affixed, this 20th day of July, A.D., 1976.

Signed and sealed in Presence of

/s/ R. G. Bradford

/s/ D. R. Olin

Duluth, Missabe and Iron Range Railway Comp.
Corporate Name

/s/ D. B. Shank
Vice President

Countersigned:

/s/ W. E. Bester
Asst. Secretary

STATE OF MINNESOTA

Personally came before me, this 20th day of July A.D., 1976

D. B. Shank, Vice President, and W. E. Bester, Asst. Secretary of the above-named Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Asst. Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

SEAL

R. C. Bradford
Notary Public, St. Louis County, Minnesota

My Commission expires May 10, 1981

STATE OF WISCONSIN, Department of State } ss.
Received this 29th day of July A. D. 19 76 at 2:00 o'clock P. M. and recorded in Vol. 50 of RRM on page 398
Douglas La Follette
Secretary of State

This instrument was drafted by the state of Wisconsin Department of Transportation, Division of Highways

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
UCC - 3 Financing Statement

In Marathon, Marathon County, Wisconsin, described as follows:

Chicago and North Western Transportation Company Right of Way and Station Ground,; in the Southeast Quarter of the Southeast Quarter, Section 1, Township 28 North, Range 5 East.

STATE OF WISCONSIN, Department of State } ss.
Received this 17th day of August A. D. 19 76 at 8:00 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 399
Douglas La Follette
Secretary of State
FILING #17

*UCC FINANCING RELEASE

*FILED MAY 13, 1980

FILING #73

** UCC FINANCING CONTINUATION FILED 7/3/81 #103

SOO LINE RAILROAD COMPANY
UCC - 3 Financing Statements

In Luck, Polk County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the North Half of the Southwest Quarter, Section 28, Township 36 North, Range 17 West.

*UCC - CONTINUATION FILED 7/3/81 #104

STATE OF WISCONSIN, Department of State } ss.
Received this 26th day of August A. D. 19 76 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 399
Douglas La Follette
Secretary of State
FILING #18

Authorization No. P-9143

EASEMENT DEED NO. 79866

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), grants a permanent easement for highway purposes, and for noother use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Manitowoc, and the State of Wisconsin, to wit:

All that part of Grantor's lands in the N½ - SW¼ Section 25, Township 21 North, Range 22 East, lying within the following described traverse:

Commencing at a point on the east-west ¼ line of said Section 25, a distance of 1333.22 feet N 88° - 34' - 09" E of the west ¼ corner thereof; Thence S 2° - 29' - 08" E, 687.90 feet to the point of beginning; Thence S 46° - 46' - 59" E, 281.03 feet; Thence S 3° - 07' - 01" E, 144.83 feet; Thence N 46° - 46' - 59" W, 550.37 feet; Thence N 3° - 07' - 01" W, 144.84 feet; Thence S 46° - 46' - 59" E, 269.33 feet to the point of beginning.

Also no Rights of Access shall accrue between the right of way of the highway currently designated as IH 43, and all of the abutting remaining property of the Grantor.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licenseees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said deseribed real estate or any part thereof for highway purposes.

DATED this 22 day of July. 1976.

Signed, Sealed and Delivered in Presence of :

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

/s/
M. F. Chatterton

By /s/
Robert W. Mickey, Assistant Vice President

/s/
Dorthelia Bryant

Attest /s/
Bernard J. Allen, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Helen M. Wright , a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Bernard J. Allen , to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeard before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and pruposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 22nd of July ,1976.

/s/
Notary Public, in and for the County of Cook
in the State of Illinois
Helen M. Wright

My Commission Expires: March 9, 1978

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606

STATE OF WISCONSIN / Department of State / ss.
Received this 30th day of August A. D. 1976 at 2:00 o'clock P. M. and recorded in Vol. 50 of RRM on page 399-400
Douglas LaFollette
Secretary of State

I.D. 1211-1-23.51
Parcel 39
Brown County

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of TWO HUNDRED AND FIFTY DOLLARS ($250.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, Department of Transportation, Division of Highways, Grantee, an easement for grade separation purposes as provided in stipulation by and between Grantor and Grantee, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands situated and being in Brown County, Wisconsin, to-wit:

All that part of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's lands in Private Claim 19, East Side Fox River, lying between lines 130 feet northerly of and 120 feet southerly of and parallel with the S. T. H. 172 reference line, described as follows:

Commencing at a point on the south line of Private Claim 20 East Side Fox River 8 feet east of the center line of C. T. H. "X" as it now exists and measured at ritht angles thereto; thence N 26° 30' E 145.84 feet; thence on aline of 1° 00' curve to the right 187.42 feet; thence N 28° 23' E 225.35 feet; thence on a line of a 1900' curve to the left 187.42 feet; thence N 26° 30' E 372.85 feet; thence N 50° 31' W, along the S. T. H. 172 reference line 953.8 feet; thence on aline of a 1° 01' 09.13" curve to the left, to the Fox River.

Containing 0.40 acres, more or less.

The Above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns and is subject to any and all public or private utilities now located on the above described real estate.

RESERVING unto Grantor, its succors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee St. Paul, and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee and all mortgages supplementary thereto.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandoment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice President and by its _____ Secretary on this August 16, 1976.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ J.M. Rekar
J. M. Rekar Witness

By /s/ E. J. Stoll
E.J. Stoll Vice President

/s/ J. E. Kot
J. E. Kot Witness

ATTEST:
/s/ J. T. Taussig
J. T. Taussig Secretary

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RIALROAD COMPANY AT CHICAGO, ILLINOIS.

State of Illinois)
) SS
County of Cook)

Personally came before me this August 16, 1976, E. J. Stoll, Vice President and J. T. Taussig, _____ Secretary of the above named corporation, to me knwon to be the persons who executed the foregoing instrument and to me knwon to be such Vice President and _____ Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

John M. Cortese
Notary Public, Cook County, Ill.
My Commission expires Oct. 3, 1976.

- S E A L -

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of September A. D. 19 76 at 2:00 o'clock P. M. and recorded in Vol. 50 of RAILROAD MORT. on page 401-402
Douglas La Follette
Secretary of State

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD CO.
UCC - 3 Financeing Statement

In Lena, Oconto County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul & Pacific Railroad Company Right of Way and Station Grounds; In the Southeast Quarter of the Southeast Quarter, Section 27, Township 29, North, Range 20 E.

STATE OF WISCONSIN } ss.
Department of State
Received this 13th day of October A. D. 19 76 at 8 o'clock A M. and recorded in Vol. 50 of RRM on page 402
Douglas La Follette
Secretary of State
FILING #19

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD CO.
UCC -3 Financing Statement

In Prairie du Sac, Sauk County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul and Pacific Railroad Company Right of Way and Station Grounds; in the SW ¼ of the NW ¼, Section 25, Township 10 North Range 6 East, bordering Township Road.

STATE OF WISCONSIN } ss.
Department of State
Received this 18th day of October A. D. 19 76 at 8 o'clock A M. and recorded in Vol. 50 of RRM on page 403
Douglas La Follette
Secretary of State
FILING #20

SOO LINE RAILROAD COMPANY

UCC- 3 Financing Statement

In Center Valley, Outagamie County, Wisconsin, described as follows:

Soo Line Railroad Company right of way and Station Grounds in the South One-Half of the Southeast Quarter of Section 5, Township 22 North, Range 17 East.

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of Nov. A. D. 19 76 8:00 o'clock M. and recorded in Vol. 50 of RRM on page 403
Douglas La Follette
Secretary of State
FILING # 21

CHICAGO and NORTH WESTERN TRANSPORTATION COMPANY

UCC - 3 Financing Statement

In Wrightstown, Brown County, Wisconsin, described as follows:

Chicago and North Western Transportation Company right of way and Station Grounds in the Southwest Quarter of the Southwest Quarter, Section 35, Township 22, Range 20 East.

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of Nov. A. D. 19 76 at 8:00 o'clock A M. and recorded in Vol. 50 of RRM on page 403
Douglas La Follette
Secretary of State
FILING # 23

Authorization No. Resolution Dated; February 25, 1974

DEED NO. 79995

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware Corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of FIFTEEN THOUSAND FIVE HUNDRED THREE AND 60/100 ----------DOLLARS ($15,503.60), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS OF Madison, Wisconsin GRANTEE, all interest in the following described real estate situated in the Counties of Eau Claire, Trempealeau and Buffalo, and the State of Wisconsin, To wit:

In Township 25 North, Range 5 West of the Fourth Principal Merdian, Eau Claire County, Wisconsin

That part of the Northeast Quarter of the Southwest Quarter of Section 34, lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles, from the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track (running from Fairchild to Mondovi) center line was originally located and established over and across said Section 34, and lying between lines parallel with and distant 150 feet Southwesterly, and 75 feet Northeasterly, measured at right angles, from the center line of U. S. Highway No. 12.

In Township 24 North, Range 7 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

That part of the Northwest Quarter of the Southeast Quarter of Section 3 lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles, from th center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 3, and lying between lines parallel with and distant 200 feet Northeasterly, and 140 feet Southwesterly, measured at right angles, from the median edge of the east bound traffic lane of Interstate Highway 94.

ALSO: That part of the East Half of the Northeast Quarter of Section 9 lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles and radially, from the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Section 9, and lying between lines parallel with and distant 33 feet Northerly and 33 feet Southerly, measured at right angles, from the South line of the Northeast Quarter of the Northeast Quarter of said Section 9.

In Township 24 North, Range 9 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

That part of the Northeast Quarter of the Southeast Quarter of Section 9, bounded and described as follows: Beginning at a point distant 200 feet Southwesterly, measured radially, from the center line of the main track (now removed) of the Sault Sainte Marie and South

Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 9, and distant 120 feet Northwesterly, measured at right angles, from the center line of State Trunk Highway No. 93; thence Northeasterly parallel with the center line of said highway to a point distant 50 feet Northeasterly, measured radially, from the center line of the main track (now removed) of the Chicago and North Western TransportationCompany (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal; thence Southeasterly parallel with said last described main track center line to a point on the Southwesterly extension of the Northwesterly line of Main Street; thence Northeasterly along said Northwesterly line, extended of Main Street, to a point distant 200 feet Northeasterly, measured radially, from said original main track center line; thence Southeasterly parallel with said original main track center line to a point on a line drawn radially thereto at a point thereon distant 722 feet Northwesterly from its intersection with the East line of said Section 9; thence Southwesterly along said last described radial line a distance of 400 feet; thence Northwesterly parallel with and distant 200 feet Southwesterly, measured radially, from said original main track center line, to the point of beginning.

DEED NO. 79995
Resolution Dated
Authorization No. February 25, 1974

In Township 24 North, Range 10 West of the Fourth Principal Meridian, Buffalo County, Wisconsin

A strip of land 100 feet in width extending over and across the East Half of the Southeast Quarter of Section 8; the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 9; and the Northwest Quarter of the Northwest Quarter of the Southwest Quarter, of Section 10, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 8, 9, and 10.

ALSO: A strip of land 100 feet in width extending over and across that part of the Southwest Quarter of said Section 8 lying Northeasterly of a line drawn radially to the reference line of U.S. Highway 10 at Highway Stationing 95+50, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 75 feet in width extending over and across the South Half of the Northeast Quarter, the South Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter, of Section 10; the Northeast Quarter, and the South Half of the Northwest Quarter, of Section 11; and the West half of the Northwest Quarter of Section 12, said strip of land being 25 feet in width on the Northerly side and 50 feet in width on the Southerly side of the center line of the main track (now removed) of said Transporatio Company, as originally located and established over and across said Sections 10, 11, and 12.

ALSO: That part of the Northeast Quarter of the Northwest Quarter of said Section 12 lying Westerly of the East line extended of Buffalo County Trunk Highway "WW", and lying between lines parallel with and distant 25 feet Northerly and 50 feet Southerly, respectively, measured at right angles, from said original main track center line.

Thgether with and including all of Grantor's right, title and interest in and to any and all bridges located theron in the Counties of Eau Claire, Trempealeau and Buffalo.

Subject, however, unto the rights of the public in and to those areas being used and occupied for street, roadway, cattle passage, crossing or overpass purposes.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance, reconstruction or use of all or any portion of the above described real estate as a street or highway, and if any special tax or assessment shall be levied or assessed against the real estate of the Grantor, the Grantee, by the acceptance of this deed, hereby assumes and agrees to pay the same.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use, any and all existing unloading pits, hpper pits, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other facilities, utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

DATED this 7th day of October, 19 76.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

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DEED NO. 79995
Resolution Dated
Authorization No. February 25, 1974

Signed, Sealed and Delivered in
Presence of:

SIGNITURE
M. F. Chatterton

By SIGNED
Robert W. Mickey, Assistant Vice Pres.

SEAL

Attest SIGNED
Diane Kohler-Rausch, Assistant Secretary

SIGNED
Marjorie G. Kayes

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Marilyn J. Klein, a Notary Public duly commissioned and qualified in and for the county and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Diane Kohler-Rausch, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Asst Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 7th of October, 19 76.

signed
Notary Public, in and for the County of Cook, in the State of Illinois,
SEAL
Marilyn J. Klein

My Commission Expires: June 17, 1978

STATE OF WISCONSIN)
Department of State) ss.
Received this 7TH day of
Nov. A. D. 19 76 at 8
o'clock A M. and recorded in Vol.
50 of RRM
on page 404
Secretary of State

Authorization No. P-9299

EASEMENT DEED NO. 80050

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE AND NO/100 ($1.00) and other good and valuable consideration, grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Manitowoc, and the State of Wisconsin, to wit:

Parcel 35

All that part of the $NW\frac{1}{4}$ - $NW\frac{1}{4}$, Section 15, T17N, R23E, described as follows:
Commencing at the northwest corner of said Section 15; Thence S 1°-33'-02"E along the west section line of said Section 15, a distance of

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DEED NO. 80050

Authorization No. P-9299

36.14 feet; Thence N 87°-25'-27"E along the south line of CTH "X" 438.77 feet to the point of beginning; Thence continuing N 87°-25'-27"E along said south line 100.70 feet; Thence S 7°-57'-06"W 98.90 feet; Thence S 87°-24'-16"W 100.70 feet; Thence N7°-57'-06"E 98.94 feet to the point of beginning.

Also all that part of the $SW\frac{1}{4}$ - $SW\frac{1}{4}$, Section 10, T17N, R23E, described as follows:

Beginning at a point on the north line of CTH "X" 29.91 feet N 1°-36'-13"W of and 449.88 feet N 87°-25'-27"E of the southwest corner of said Section 10; Thence N 7°-57'-06"E 98.40 feet; Thence N 87°-24'-16"E 100.70 feet; Thence S 70-57'-06"W 98.44 feet; Thence S 87°-25'-27"W 100.70 feet to the point of beginning.

Said parcels contain 0.45 acres, more or less, which is exclusive of lands already in use for highway purposes for the County Trunk Highway "X" crossing of lands of the Grantor.

Parcel 53

All that part of the $NE\frac{1}{4}$ - $NW\frac{1}{4}$, Section 10, T17N, R23 E, decribed as follows:

Commencing at a point on the north-south one-quarter line of said Section 10, a distance of 33.02 feet, S 1°-08'-39"E of the north one-quarter corner thereof: Thence S 87°-08'-21"W along the south line of present Ucker Point Creek Road 1192.67 feet to the point of beginning; Thence continuing S 87°-08'-21"W along said south line 67.19 feet; Thence S 7°-57'-06"W 135.19 feet; Thence N 81°-05'-09"E 68.97 feet; Thence N 7°-57'-06"E 127.79 feet to the point of beginning.

Also all that part of the $SE\frac{1}{4}$ - $SW\frac{1}{4}$, Section 3, T17N, R23E decribed as follows:

Commencing at a point on the north-south one-quarter line of said Section 3, a distance of 33.02 feet N 1°-03'-43"W of the south one-quarter corner thereof; Thence S 87°-08'-21"W along the north line of present Ucker Point Creek Road 1182.09 feet to the point of beginning; Thence continuing S 87°-08'-21"W along said north line 67.19 feet; Thence N 7°-57'-06"E 112.96 feet; Thence S 88°-29'-47"E 66.42 feet; Thence S 7°-57'-06"W 107.81 feet to the point of beginning.

ID 1224-1-51/52 Parcels 35 and 53

Said parcels contain 0.37 acres, more or less, which is exclusive of lands already in use for highway purposes for the Ucker Point Creek Road crossing of lands of the Grantor.

Also no Rights of Access shall accrue between the right of way of the highway currently designated as I. H. 43, and all of the abutting remaining property of the Grantor in Sections 16, 15, 10 and 3, T17N, R23 E, Manitowoc County.

Excepting and Reserving, however, unto the Grantor, its lesses, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes, The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.

DEED NO. 80050

Authorization No. P-9299

DATED this 2nd day of November, 1976.

Signed, Sealed and Delivered in Presence of:

signed
M. F. Chatterton

signed
Dorthelia Bryant

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

by signed
Robert W. Mickey, Assistant Vice President

Attest signed SEAL
Diane Kohler-Rausch, Assistant Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Marilyn J. Klein, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Diane Kohler-Rausch to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 2nd of November, 1976.

signed
Notary Public, in and for the County of Cook
in the State of Illinois
Marilyn J. Klein SEAL

My Commission Expires: June 17, 1978.

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN)
Department of State) ss.
Received this 8th day of
Dec. A. D. 19 76 at 2:00
o'clock P. M. and recorded in Vol.
50 of RRM
on page 406
Douglas C. Pollett
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, Division of Highways, Grantee, an easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in, on, over and across the following described lands, situated and being in Racine County, Wisconsin, to-wit:

That part of the southwest one=quarter and northwest one-quarter of Section 16, Township 3 North, Range 22 East described as follows:

Beginning in the south line of said northwest one-quarter at a point 218.59 feet South 89°54'53" West of the southeast corner of said northwest one-quarter; thence North 1° 40'15" West 80.03 feet along the east line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way; thence South 89°54'53" West 100.04 feet; thence South 1°40'15" East 247.51 feet along the west line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way; thence South 89°56'28" East 100.04 feet; thence North 1°40'15" East along the east line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way 167.73 feet to the point of beginning, containing 0.42 acre, more or less.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjeustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee, and all mortgages supplementary thereto.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice President and countersigned by its _____ Secretary on this AUGUST 23, 1976.

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EASEMENT

[redacted]

All information up to this point is on reverse side. (Gloria)

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By signed
E. L. Stoll Vice President

SEAL

COUNTERSIGNED:

By signed
J. T. Taussig Secretary

THIS DOCUMENT WAS PREPARED BY MR. R. H. KEEGAN OF REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

Peronally came before me this AUGUST 23, 1976.

E. J. Stoll, Vice President AND

J. T. Taussig, _____ Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and _____ Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

signed
SEAL
RAYMOND H. KEEGAN
Notary Public, Cook County, Ill.
My Commission Expires Nov, 30, 1979

STATE OF WISCONSIN)
Department of State) ss.
Received this 25th day of
Nov. A. D. 19 76 at 3
o'clock P M. and recorded in Vol.
50 of RRM
on page 409-10
Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago, and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended,

FOR AND IN CONSIDERATION of the payment of the sum of One Dolar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto DANIEL M. SHAW and PATRICIA A SHAW, husband and wife, as joint tenants----------

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all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Madison, County of Dane, and the State of Wisconsin----------

and described as follows, to wit:

That part of the Southeast Quarter of the Southwest Quarter of Section 6, Township 7 North, Range 10 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the most Easterly corner of Lot 1, Nielson, Ellis and Wynne Replat of part of Outlot "A", Wakeley's Subdivision of a part of the City of Madison; thence Southwesterly along the Southeasterly line of said Lot 1 to a point on the Southeasterly line of Main Street; thence Southwesterly along said Southeasterly line of of Main Street to a point distant 30 feet Northwesterly, measured radially, from the center line of the most Northwesterly track of the Chicago and North Western Transportation Company crossing First Street, known as Track ICC No. 12, as said track is now located; thence Northeasterly parallel with the center line of said track to a point on the Southeasterly extension of the Northeasterly line of aforesaid Lot 1; thence Northwesterly along said Northeasterly line, extended, of Lot 1, to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 12th day of November, A.D., Nineteen Hundred and Seventy-Six.

SEAL

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(signed)
By _____
J. R. Grimes Vice President

ATTEST:
(signed)
R. E. HANSEN Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

(signed) R.E. SCHUTEN

(signed) J. D. WALL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. Papierz a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. Grimes and R. E. Hansen to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J. R. Grimes resides in Chicago, Ill. and that R. E. HANSEN resides IN WONDER LAKE, ILL. and they severally acknowledged to me that they are, respectively,

a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12th day of November A.D., Nineteen Hundred and Seventy-Six.

(signed)

SEAL

L. Papierz NOTARY PUBLIC
in and for the County of Cook in
the State of Illinois.

My Commission as such
Notary Public Expires: 6/4/80

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State
Received this 7th day of
Jan A. D. 19 77 at 2
o'clock P. M. and recorded in Vol.
50 of RAILROAD Mort
on page 412
(signed)
Secretary of State

June 5, 1972

Mr. Richard M. Freeman
Vice President-Law and Secretary
Chicago and North Western
Transportation Company
400 West Madison Street
Chicago, Illinois 60606

Re: Indenture of Mortgage and Security Agreement dated as of June 1, 1972 between Chicago and North Western Transportation Company and Chicago and North Western Railway Company (now named Northwest Chemco, Inc.) (hereinafter called the "M&SA")

Dear Mr. Freeman:

Section 4.02 of the M&SA provides that property "which is subject to the lien of any Prior or Parity Mortgage shall, if released from the lien of such Prior or Parity Mortgage in compliance with the provisions thereof, be automatically released from the lien of this Mortgage and Security Agreement . . . . "

This is to acknowledge that this Company agrees that:

1. The automatic release under the above-described circumstances occurs without any action by or on behalf of the M&SA Mortgagee and no instrument of release from the lien of the M&SA is required in such cases; and

2. Each of the following indentures, as supplemented on or prior to June 1, 1972, constitutes, so long as any bonds outPrior or Parity Mortgage within the meaning of the above-quoted provision--

(a) Indenture of Mortgage and Deed of Trust dated as of January 1, 1939 between Chicago and North Western Railway Company and The First National Bank of Chicago;

(b) Indenture of Mortgage and Deed of Trust dated as of January 1, 1938 between Chicago Great Western Railway Company and Guaranty Trust Company of New York;

(c) Indenture of Mortgage and Deed of Trust dated as of January 1, 1938 between Chicago Great Western Railway Company and The First National Bank of Chicago (General Income Mortgage); and

(d) Indenture of Mortgage and Deed of Trust dated as of October 1, 1960 between The Minneapolis & St. Louis Railway Company and The First National Bank of Chicago.

This letter, or any copy thereof, shall constitute conclusive evidence, binding upon this Company and its successors and assigns, of the matters agreed to above.

NORTHWEST CHEMCO, INC.

By (signed)
Paul J. Weir,
Vice President

(Corporate Seal)

ATTEST:

(signed)
R. J. Hill,
Secretary

I, Diane Kohler-Rausc HEREBY CERTIFY that I am a duly elected ASSISTANT SECRETARY of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY and custodian of the records, files and corporate seal of said Company.

I FURTHER CERTIFY that the annexed and foregoing is a full, true and correct copy of a letter contained in the files of said Company.

I FURTHER CERTIFY that there have remained outstanding at all times to and including the date hereof bonds which were outstanding on June 1, 1972 under the indenture identified as item 2(a) in said letter.

WITNESS my signature and the corporate seal of said Chicago and North Western Transportation Company this 22nd day of November A.D., 1976.

(signed)
Diane Kohler-Rausch

(Corporate Seal)

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of
Jan A. D. 19 77 at 10
o'clock A. M. and recorded in Vol.
50 of BRM
on page 412
(signed)
Secretary of State

4/14

P-9033

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS----------

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Washington, and the State of Wisconsin----------

and described as follows, to wit:

All that part of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Twelve (12) North, Range Nineteen (19) East of the Fourth Principal Meridian, lying Southerly and Westerly of a line drawn parallel with and Fifty (50) feet Southerly and Westerly, measured at right angles and radially from the center line of the main track of the Chicago and North Western Transportation Company as said main track is now located and established over and across said Southeast Quarter (SE1/4), together with all rights and interest in and to all reservations, restrictions, conditions, and convenants contained in Deed, executed by Chicago and North Western Railway Company to West Bend Elevator, Inc., by an easement dated October 8, 1963, and recorded in the Office of the Register of Deeds for Washington County, Wisconsin, on February 11, 1964, in Volume 385 of Records, on Page 290, as Document No. 272267; and in Deed executed by Chicago and North Western Railway Comapny to West Bend Elevator, Inc., by an easement dated December 3, 1963, and recorded in the Office of the Register of Deeds for Washington County, Wisconsin, on February 11, 1964, in Volume 385 of Records on Page 293, as Document No. 272266.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused itsname to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 8th day of October , A.D., NINEteen Hundred and Seventy-Six.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By J. R. Grines (SIGNED)
Vice President

ATTEST:

R. E. Hansen (SIGNED)
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

R. E. Schuten (SIGNED)

C. Steinys (SIGNED)

STATE OF WISCONSIN)
Department of State) ss.
Received this 12th day of
Jan. A. D. 19 77 at 10
o'clock A. M. and recorded in Vol.
50 of RRM
on page 414
Douglas LaFollette
Secretary of State

4/15

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, T. Brunk a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. Grimes and R. E. Hansen to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J. R. Grimes resides in Chicago, Ill. and that R. E. Hansen resides in Wonder Lake, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th day of October A.D., Nineteen Hundred and Seventy-Six.

(SEAL)

T. Brunk (SIGNED)
NOTARY PUBLIC
In and for the County of Cook in
the State of Illinois.

My Commission as such
Notary Public Expires: SEP. 17, 1979

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN)
Department of State) ss.
Received this 12th day of
Jan. A. D. 19 77 at 10
o'clock A. M. and recorded in Vol.
50 of RRM
on page 415
Douglas LaFollette
Secretary of State

KNOW ALL MEN BY THESE PRESENTS, that the undersigned adult residents of the States of Wisconsin and Minnesota do hereby agree to, make and execute the following:

ARTICLES OF INCORPORATION

ARTICLE FIRST: The undersigned have associated and do hereby associate themselves together for the purpose of forming a railroad corporation under Chapter 190 of the Wisconsin statutes, and the acts amendatory and supplementary thereto; the business and

4/6

purpose of which corporation shall be the purchase, construction, maintenance and operation of a railway for the carriage of freight and passengers.

ARTICLE SECOND: The name of said corporation shall be THE ALGOMA RAILROAD and its principal offfice shall be located in Algoma, Kewaunee County, Wisconsin, and its railroad shall extend from Algoma through Rio Creek and Casco to Casco Junction, all in the said Kewaunee County, Wisconsin, a distance of approximately fourteen (14) route miles.

ARTICLE THIRD: The capital stock of said corporation shall consist of 20,000 shares of $1.00 par Value stock.

ARTICLE FOURTH: The general officers of the said corporation shall be a PRESIDENT, VICE PRESIDENT, SECRETARY and TREASURER, and such other officers and with such duties, as the By-Laws may provide.

ARTICLE FIFTH: The names and residences of the directors of the corporation, five in number, who shall manage its affairs for the first year and until others are chosen in their places are as follows:

CLINTON JONES, JR.	605 Mill Street Algoman, Wisconsin 54201
FRED L. TONNE	P.O. Box 3714 Milwaukee, WI 53217
GREGORY T. ROULEAU	4509 S. Kansas Ave. Milwaukee, WI 53217
EDWARD A. ROBINSON	4014 Foss Road, No. 204 Minneapolis, Minn 55421
GORDON T. DEHAAS	P.O. Box 303 Cedarburg, WI 53012

IN WITNESS WHEREOF, We have hereunto subscribed our names, places of residence and the number of shares of Common Stock each agrees to take in the Corporation at $1.00 per Share, this 2nd day of October, 1976.

NAME	Place of Residence	Number of Shares of Common Stock
(SIGNED) CLINTON JONES, JR.	605 Mill Street Algoma, Wisconsin 54201	10
(SIGNED) FRED L. TONNE	P.O. Box 3714 Milwaukee, Wisconsin 53217	10
(SIGNED) GREGORY T. ROULEAU	4509 S. Kansas Ave. Milwaukee, Wisconsin 43217	10
(SIGNED) EDWARD A. ROBINSON	4014 Foss Road, No. 204, Minneapolis, Minnesota 55421	10
(SIGNED) GORDON T. DEHAAS	P.O. Box 303 Cedarburg, Wisconsin 53012	10

SIGNED IN THE PRESENCE OF:

(SIGNED)
WARINE JONES

(SIGNED)
J. M. HORN

4584

STATE OF WISCONSIN)
) SS
COUNTY OF Milw.)

Clinton Jones, Jr., Gregory T. Rouleau and Gordon T. DeHaas, being duly sworn, depose and say that they are directors of the said corporation, and that the foregoin signatures are genuine, and that they intend in good faith to purchase, construct, maintain and operate the railroad as herein specified.

(SIGNED)
CLINTON JONES, JR.

(SIGNED)
GREGORY T. ROULEAU

SEAL

(SIGNED)
GORDON T. DEHAAS

Subscribed and sworn to before me
this 20th day of October, 1976.

Cathemnt M. Nauroch (SIGNED)
Notary Public, Milw. County, Wisconsin
Expires 1/29/79

STATE OF WISCONSIN) ss.
Department of State
Received this 8 day of
Nov. A. D. 19 76 at 2
o'clock P. M. and recorded in Vol.
50 of BBM
on page 345-347
Douglas La Follette
Secretary of State

STATE OF WISCONSIN) ss.
Department of State
Received this 31st day of
Jan A. D. 19 77 at 8:00
o'clock A M. and recorded in Vol.
50 of BBM
on page 417
Douglas La Follette
Secretary of State

Soo Line Railroad Company
UCC-3 FINANCING STATEMENT

In Boyd, Chippewa County, Wisconsin, described as follows:
Soo Line Railroad Company Right of Way and Station Grounds; in the SE 1/4 of the NW 1/4, Section 31, Township 29 North, Range 5 West.

In Cadott, Chippewa County, Wisconsin, described as follows:
Soo Line Railroad Company Right of Way and Station Grounds; in the SW 1/4 of the SE 1/4, Section 31, Township 29 North, Range 6 West.

FILING No. 23

STATE OF WISCONSIN) ss.
Department of State
Received this 20th day of
Jan A. D. 19 77 at 2:22
o'clock P M. and recorded in Vol.
50 of BBM
on page 417
Douglas La Follette
Secretary of State

Chicago, Milwaukee, St. Paul & Pacific Railroad Company

UCC-3 FINANCING STATEMENT

In Ixonia, Jefferson County, Wisconsin, described as follows:

Three (3) parcels of land containing in the aggregate 8,250 square feet, more or less, and being part of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company's station ground property in the Town of Ixonia, in the County and State aforesaid:

In the Southeast Quarter of the Northeast Quarter, Sec. 21, Township 8 North, Range 16 E.
In the Northeast Quarter of the Southeast Quarter, Sec. 21, Township 8 North, Range 16 E.
In the Northwest Quarter of the Southwest Quarter, Sec. 22, Township 8 North, Range 16 E.

FILING No. 24

418

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That BURLINGTON NORTHERN INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, successor in interest to Northern Pacific Railway Company, Grantor, hereby QUITCLAIMS to the DULUTH MISSABE AND IRON RANGE RAILWAY COMPANY, a Minnesota corporation, of 500 Missabe Building, Duluth, Minnesota 55802, Grantee, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the following tract of land:

All that part of the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}$ $NE\frac{1}{4}$) of Section 17, Township 48 North, Range 14 West of the Fourth Principal Meridian, Douglas County, Wisconsin, described as follows:

Commencing at the intersection of Burlington Northern Inc.'s Ashland, Wisconsin to Carlton, Minnesota track center line and the intersection of the Duluth Missabe and Iron range Railway Company's Duluth, Minnesota to South Itasca, Wisconsin track center line; thence Northeasterly along said track center line of Burlington Northern Inc. to a point distant 50 feet Northeasterly, measured at right angles, of said Duluth Missabe and Iron Range Railway Company's track center line and the true point of beginning; thence Northwesterly, parallel with said Duluth Missabe and Iron Range Railway Company's track center line to a point distant 50 feet Northwesterly, measured at right angles, of said Burlington Northern Inc. 's track center line; thence Southwesterly, parallel with said Burlington Northern Inc.'s track center line to a point distant 50 feet Southwesterly, measured at right angles, of said Duluth Missabe and Iron Range Railway Company's track center line; thence Southeasterly, parallel with said Duluth Missabe and Iron range Railway Company's track center line to a point distant 50 feet Southeasterly, measured at right angles, of said Burlington Northern Inc.'s track center line to a point distant 50 feet Northeasterly, measured at right angles, of said Duluth Missabe and Iron Range Railway Company's track center line; thence Northwesterly, parallel with said Duluth Missabe and Iron Range Railway Company's track enter line to the point of beginning.

EXCEPTING AND RESERVING, however, unto said Grantor, its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed.

(SEAL)

IN WITNESS WHEREOF, Burlington Northern Inc. has caused its corporate name to be hereunto signed by its Vice President, and it corporate seal affixed this 30th day of December, A.D. 1976.

Signed, Sealed in Presence of:

(SIGNED)
Mary E. Dean

(SIGNED)
Gale Berggren

BURLINGTON NORTHERN INC.

BY (SIGNED)
J. C. Kenady
Vice President

ATTEST:

BY (SIGNED)
G. F. Steinhibel
Assistant Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

Personally came before me this 30th day of December, A.D. 1976, J. C. Kenady, Vice President, and G. F. Steinhibel, Assistant Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

SEAL

M. M. Smith (SIGNED)
Notary Public.

This instrument was drafted by:

STATE OF WISCONSIN
Department of State } ss.
Received this 14th day of January A.D. 1977 at 2 o'clock P. M. and recorded in Vol. 50 of RRM on page 418
Douglas La Follette
Secretary of State

419

Authorization No. P-9189

DEED NO. 79971

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of THREE THOUSAND AND NO/100 ---------- DOLLARS ($ 3,000.00), conveys and quitclaims to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Corporation of 231 West Michigan Street, Milwaukee, Wisconsin 53201 GRANTEE, all interest in the following described real estate situated in the City of Port Washington, County of Ozaukee, and the State of Wisconsin, to wit:

Known as West Oakland Avenue in the City of Port Washington, Wisconsin

PARCEL FL-15:

That part of blocks 3, 4, and 5, vacated portions of Sheridian Avenue, Lincoln Avenue, Madison Avenue and the North-South alley through said Block 3 all in Central Plat of Port Washington, being a Subdivision of a part of the Southeast Quarter of Section 29, Township 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin, which is bounded and described as follows: Beginning at a point on the East line of Lot 7 in Block 5, said point being the intersection of the West line of the Chicago and North Western Transpotation Company right of way with the South line of the Milwaukee Electric Railway and Light Company right of way; thence Southwesterly 40.00 feet along the West line of the Chicago and North Western Transportation Company right of way being the arc of a curve whose center line lies to the West whose radius is 2670.26 feet and whose chord bears South 20° 00' 19" West 40.00 feet to a point on the East line of the joint right of way of the Chicago and North Western Transportation Company and the Milwaukee Electric Railway and Light Company; thence South 49° 01' 00" West along said joint right of way 762.15 feet to a point on the South line of said vacated Sheridian Avenue, said point being marked with a concrete monument; thence due West along the South line of said vacated Sheridian Avenue 23.00 feet to a point on the East line of the Milwaukee Electric Railway and Light Company right of way; thence North 45° 36' 10" East along the East line of the Milwaukee Electric Railway and Light Company right of way 430.58 feet to a point in the center line of vacated Madison Avenue, said point lying 73.80 feet South of the center line of vacated Lincoln Avenue; thence North 44° 44' 00" East along the East line of the Milwaukee Electric Railway and Light Company right of way 104.70 feet to a point on the center line of vacated Lincoln Avenue said point being 74.50 feet North 89° 36' 20" East of the center line of Madison Avenue; thence North 49° 01' 00" East along the East line of the Milwaukee Electric Railway and Light Company 250.00 feet to a point; thence South 87° 03' 30" East 42.00 feet to the point of beginning.

PARCEL FL-16:

That part of Lots "A" and "B" in Central Plat of Port Washington, being a Subdivision of a part of the Southeast Quarter of Section 29, Township 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin, which is bounded and described as follows: Beginning at the concrete monument at the intersection of the South line of vacated Sheridan Avenue with the East line of the joint right of way of the Chicago and North Western Transportation Company and the Milwaukee Railway and Light Company; thence due West along the South line of vacated Sheridan Avenue 23.00 feet to a point on the East line of the Milwaukee Electric Railway and Light Comapny right of way; thence South 38° 39' 55" West along the East line of the Milwaukee Electric Railway and Light Company right of way 140.00 feet to a point; thence North 45° 18' 04" East 155.41 feet to the point of beginning.

Subject to the rights of the public, if any, in highways or streets which may be situated on the above described real estate.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

STATE OF WISCONSIN
Department of State } ss.
Received this 14th day of JANUARY A.D. 1977 at 10 o'clock A. M. and recorded in Vol. 50 of RRM on page 419
Douglas La Follette
Secretary of State

DATED this 24th day of September, 1976.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

M. F. Chalterton (SIGNED)

J. Scott (SIGNED)

By Robert W. Mickey (SIGNED)
Assistant Vice President (SEAL)

Attest Diane Kohler-Rausch (SIGNED)
Assistant Secretary

420

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust deted as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisonsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, The receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM unto WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation----------

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, and amended, in and to the property situated in the City of Port Washington, County of Ozaukee, and the State of Wisconsin----------

and described as follows, to wit:

Known as West Oakland Avenue in the City of Port Washington, Wisconsin
PARCEL FL-15:
That part of Blocks 3, 4, and 5, vacated portions of Sheridian Avenue, Lincoln Avenue, Madison Avenue and the North-South alley through said Block 3 all in Central Plat of Port Washington, being a Subdivision of a part of the Southeast Quarter of Section 29, Township 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin, which is bounded and described as follows: Beginning at a point on the East line of Lot 7 in Block 5, said point being the intersection of the West line of the Chicago and North Western Transportation Company right of way with the South line of the Milwaukee Electric Railway and Light Company right of way: thence Southwesterly 40.00 feet along the West line of the Chicago and North Western Transportation Compny right of way being the arc of a curve whose center line lies to the West whose radius is 2670.26 feet and whose chord bears South 20° 00' 19" West 40.00 feet to a point on the East line of the joint right of way of the Chicago and North Western Transportation Company and the Milwaukee Electric Railway and Light Company; thence South 49° 01' 00" West along said joint right of way 762.15 feet to a point on the South line of said vacated Sheridian Avenue, said point being marked with a concrete monument; thence due West along the South line of said vacated Sheridian Avenue 23.00 feet to a point on the East line of the Milwaukee Electric Railway and Light Company right of way; thence North 45° 36' 10" East along the East line of the Milwaukee Electric Railway and Light Company right of way 430.58 feet to a point in the center line of vacated Madison Avenue, said point lying 73.80 feet South of the Center line of vacated Lincoln Avenue; thence North 44° 44' 00" East along the East line of the Milwaukee Electric Railway and Light Company right of way 104.70 feet to a point on the center line of vacated Lincoln Avenue said point being 74.50 feet North 89° 36' 20" East of the Center line of Madison Avenue; thence North 49° 01' 00" East along the East line of the Milwaukee Electric Railway and light Company 250.00 feet to a point; thence South 87° 03' 30" East 42.00 feet to the point of beginning.

PARCEL FL-16:
That part of Lots "A" and "B" in Central Plat of Port Washington, being a Subdivision of a part of the Southeast Quarter of Section 29, Township 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin, which is bounded and described as follows: Beginning at the concrete monument at the intersection of the South line of vacated Sheridan Avenue with the East line of the joint right of way of the Chicago and North Western Transportation Company and the Milwaukee Railway and Light Company; thence due West along the South line of vacated Sheridan Avenue 23.00 feet to apoint on the East line of the Milwaukee Electric Railway and Light Company right of way; thence south 38° 39' 55" West along the East line of the Milwaukee Electric Railway and Light Company right of way 140.00 feet to a point; thence North 45° 18' 04" East 155.41 Feet to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 12th day of November , A.D., Nineteen Hundred and Seventy-Six.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By J. R. Grimes (SIGNED)
Vice President

ATTEST:

H. E. Hansen (SIGNED)
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:
R.E. Schuten (SIGNED)

J.D. WALL (SIGNED)

421

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. Papierz a Notary Public, duly commissioned and qualified in and in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. Grimes and R. E. Hansen to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J. R. Grimes resides Chicago, Ill and that R. E. Hansen resides in wonder lake, Ill and they severally acknowledged to me that they are, respectively, a Vice President and a Trust officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my havnd and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12th day of November A.D., Nineteen Hundred and Seventy-Six.

(SEAL)

L. Papierz (SIGNED)
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: 6/4/80

STATE OF WISCONSIN)
Department of State) ss.
Received this 14th day of
JANUARY A. D. 19 77 at 10
o'clock A. M. and recorded in Vol.
50 of RRM
on page 420
Douglas La Follette
Secretary of State

Authorization No. P-9181

DEED NO. 79948

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of THIRTY NINE THOUSAND ONE HUNDRED FIFTY AND NO/100 ------- DOLLARS ($ 39,150.00), conveys and quitclaims to WISCONSIN ELECTRIC POWER COMPANY OF Milwaukee, Wisconsin

GRANTEE, all interest in the following described real estate situated in the City of Kenosha, County of Kenosha, and the State of WI

to wit:

That part of the Northwest Quarter of the Northeast Quarter of Section 1, Township 1 North, Range 22 East of the Fourth Principal Me

DEED IS ON OTHER SIDE

Authorization No. P-9181

DEED NO. 79948

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of THIRTY NINE THOUSAND ONE HUNDRED FIFTY AND NO/100 ---------- DOLLARS ($ 39,150.00), conveys and quitclaims to WISCONSIN ELECTRIC POWER COMPANY of Milwaukee, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Kenosha, County of Kenosha, and the State of Wisc., to wit:

That part of the Northwest Quarter of the Northeast Quarter of Section 1, Township 1 North, Range 22 East of the Fourth Principal Meridian, bounded as follows: Commence at a point on the center line of 30th Avenue located 985.52 feet South of the center line of 60th Street; run thence N 55° 25' 09" E 48.58 feet to a 3/4" diameter iron pipe stake on the East line of 30th Avenue and the point of beginning of this description; continue thence N 55° 25' 09" E. 1167.40 feet to a 1" diameter iron pipe stake on the Southward projection of the East line of Lot 5, Pennefeather's Western Addition, a recorded plat; thence S00° 00' 39" E 182.16 feet on the Southward projectionof said lot line to a 3/4" diameter iron pipe stake; thence S 55° 25' 09" W 500.00 feet to a 3/4" diameter iron pipe stake; thence North 118.02 feet to a 3/4" diameter iron pipe stake; thence S 55° 40' 28" W 665.40 feet to 3/4" diameter iron pipe stake on the East line of 30th Avenue; thence North 60.57 feet to the point of beginning.

Saving and Reserving, however, unto the Grantor, its successors and assigns, Spur Track ICC No. 67 now located upon said real estate, together with the right to use, occupy and enjoy the following portion of the above described real estate, viz:

Commence at a point on the East line of 30th Avenue located 60.57 feet South of the point of beginning of the lands hereinbefore described; run thence N 55° 40' 28" E 581.58 feet to the point of beginning of this description; thence N 46° 05' 28" E 323.66 feet; thence N 55° 25' 09" E 104.88 feet to a 3/4" diameter iron pipe stake; thence S 55° 40' 28" W 83.82 feet to the point of beginning.

for the proper maintenance and operation of said track until such time as Grantor, its successors and assigns, shall permanently abandon the use of said track and remove the same from said real estate. For and during the term of this easement occupation by the Grantor, its successors and assigns, Grantee shall have the right to install vehicular and pedestrian crossings over and across said track and to install electrical facilities over and under said track in a manner acceptable to the Grantor, its successors and assigns, as satisfying operational, safty and efficiency requirements, applicable requirements of law, and governmental code and regulation, provided that; (i) Grantee first submits plans and specifications of the proposed installation, to be delivered by certified mail with postage prepaid to Grantor's Chief Engineer, Chicago and North Western Transportation Company, 400 W. Madison Street, Chicago, Illinois 60606, for his or his duly appointed representative's written approval, who shall have 30 days after receipt of said plans and specifications for such approval, which approval shall not unreasonably be withheld, but if Grantor fails to so approve or fails to set forth in writing any conditions to such approval within said 30-day period, Grantor's right to approve the particular installation covered in said plans and specifications shall be deemed to have been waived as to that installation only and no other permission or license shall be required by Grantor for the proposed installation; (ii) the crossing and electrical facilities are installed at Grantee's sole expense in accordance with the approval, or in absense thereof, with the plans and specifications; (iii) Grantee thereafter continues to use said easement premises in a manner which is not inconsistent with the easement herein reserved by the Grantor, its successors and assigns, and in conformity with all applicable requirements of law, governmental code and regulation, and (iv) Grantee accepts the easement premises with the knowledge of the existence of railroad tracks thereon and the operation of engines, trains, and equipment thereover, and as a material consideration of Grantee's use of the easement premises as herein provided, Grantee, its successors and assigns, agrees to assume and does hereby indemnify, protect, defend and hold the Grantor, its successors and assigns, harmless from and against any and all oss, costs, damages, claims, attorney's fees and expenses of every kind and nature which it may suffer, including claims for damage to any property whatsoever, and claims for injury to or death of any person, or persons whomsoever, while on or about the easement premises arising out of or in connection with the Grantee's negligence in the installation, maintenance, use, construction, reconstruction, repair, renewal or removal of any crossing, electrical facility, structures, or appurtenances thereto, upon, across, over or under the easement premises, or any defect therein or failure thereof, or the failure of the Grantee, its agents, contractors, employees, servants, invitees, lessees, licensees, successors or assigns, to abide by or comply with any of the terms of this deed. If any claim, liability, loss or damage shall arise by reason of the joint or concurring negligence of the parties, each party shall bear such liability, loss or damage to the extent of their respective degree of negligence.

Grantee, for itself, its successors and assigns agrees:

(i) That it will not require Grantor, its successors and assigns, to construct or to maintain a fence along either the Northwesterly or Southeasterly boundary line of said real estate, or any other boundary line adjoining Grantor's track or right of way; however, if Grantee installs a fence, Grantee agrees that such installation and thereafter future maintenance shall be at the sole cost and expense of the Grantee; and

(ii) That no buildings, structures, trees, shrubbery or other obstructions to view shall be placed within the following area of the above described real estate, viz:

That part of the above described real estate lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located, and lying Westerly of a line parallel with the West line of said real estate, and distant 50 feet Northeasterly therefrom, as measured parallel with said main track center line..

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use, any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

DATED this 13th day of September, 1976.

CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

M. F. Chatterton (SIGNED)

Dorthelia Bryant (SIGNED)

By Robert W. Mickey (SIGNED)
Assistant Vice President

(SEAL)

Attest Diane Kohler-Rausch, (SIGNED)
Assistant Secretary

STATE OF WISCONSIN
Department of State } ss.
Received this 26th day of January A. D. 19 77 at 2 o'clock P. M. and recorded in Vol. 50 of Railroad Mortgages on page 423-424
Douglas La Follette
Secretary of State

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, A. S. Fleck, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Diane Kohler-Rausch, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of Chicago AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware Corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, repectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corpoation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 13th of September, 19 76.

(SEAL)

A. S. Fleck (SIGNED)
Notary Public, in and for the County of Cook, in the State of Illinois.

My Commission Expires: August 23, 1978

P-9181

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisonsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended,

FOR AND IN CONSIDERATION OF the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WISCONSIN ELECTRIC POWER COMPANY----------

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Kenosha, County of Kenosha, and the State of Wisconsin----------

and described as follows, to wit:

That part of the Northwest Quarter of the Northeast Quarter of Section 1, Township 1 North, Range 22 East of the Fourth Principal Meridian, bounded as follows: Commence at a point on the center line of 30th Avenue located 985.52 feet South of the center line of 60th Street; run thence N 55° 25' 09" E 48.58 feet to a 3/4" diameter iron pipe stake on the East line of 30th Avenue and the point of beginning of this description; continue thence N 55° 25' 09" E. 1167.40 feet to a 1" diameter iron pipe stake on the Southward projection of the East line of Lot 5, Pennefeather's Western Addition, a recorded plat; thence S 00° 00' 39" E 182.16 feet on the Southward projection of said lot line to a 3/4" diameter iron pipe stake; thence S 55° 25' 09" W 500.00 feet to a 3/4" diameter iron pipe stake; thence North 118.02 feet to a 3/4" diameter iron pipe stake; thence S 55° 40' 28" W 665.40 feet to 3/4" diameter iron pipe stake on the East line of 30th Avenue; thence North 60.57 feet to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein descibed and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice Presesdent or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 12th day of November, A.D., Nineteen Hundred and Seventy-Six.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By J. R. Grimes (SIGNED)
Vice President

ATTEST:

R. E. Hansen (SIGNED)
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

R. E. Schuten (SIGNED)

J. D. Wall (SIGNED)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. Papierz a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. Grimes and R. E. Hansen to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J. R. Grimes resides Chicago, Illinois and that R. E. Hansen resides in Wonder Lake, IL and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12thday of November A.D., Nineteen Hundred and Seventy-Six.

(SEAL)

L. Papierz (SIGNED)
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois

My Commission as such
NOTARY PUBLIC
Expires: 6/4/80

STATE OF WISCONSIN
Department of Statess.
Received this 26th day of January A. D. 19 77 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 424-425
Douglas La Follette
Secretary of State

Authorization No. P-9313

EASEMENT DEED NO. 80096

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), GRANTS A PERMANENT easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Sheboygan, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company lands in the SW¼ - SW¼ Section 24 and the NW¼ - NW¼ Section 25, all in T 13 N, R 22 E, lying between lines located 30 feet distant on each side, of and parallel with the S.T.H. 32 reference line, described as follows:

Commencing at a point on the north-south one quarter line of said Section 24, a distance of 0.5 feet north of the south one quarter corner thereof; Thence S 88°-32'-16" W 2023.62 feet to the easterly property line of the owner and the point of beginning; Thence continuing S 88°-32'-16"W 101.80 feet to the westerly limits of said Grantor's land.

Said parcel contains 0.02 acres, more or less, exclusive of all lands previously acquired or now used for highway purposes.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purpose.

DATED this 29th day of NOVEMBER, 1976.

Signed, Sealed and Delivered in Presence of:

M.F. Chatterton (SIGNED)

Dorthelia Bryant (SIGNED)

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey (SIGNED)
Assistant Vice President

Attest Diane Kohler-Rausch (SIGNED)
Assistant Secretary

I, Marilyn J. Klein, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Diane Kohler-Rausch to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act; AND DEED OF SAID CORPORATION, AND AS THEIR OWN FREE AND VOLUNTARY ACT; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 29th of NOVEMBER, 1976.

(SIGNED)
Notary Public, in and for the County of Cook
in the State of Illinois
Marilyn J. Klein (SEAL)

My Commission Expires: June 17, 1978.

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of FEBRUARY A.D. 19 77 at 10 o'clock A.M. and recorded in Vol. 50 of R.R.R. on page 426-427
Douglas La Follette
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,a Wisconsin corporation, Grantor, for and in consideration of the sum of TWO HUNDRED AND FIFTY DOLLARS ($250.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, Division of Highways, Grantee, an easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetatin existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil lands, situated and being in City of Sun Prairie, Dane County, Wisonsin, to-wit:

A parcel of land in the SE¼ SE¼ of Section 5, Township 8 North, Range 11 East, Thereof. Said parcel includes that part of a railroad right of way 66 feet in width, located from a highway reference line described as follows:

Commencing at the southeast corner of said Section 5;
Thence N 88°32'01" E, 106.98 feet;
Thence N 43°27'06"W, 353.61 feet to the point of beginning of said reference line;
Thence continuing N 43°27'06" W, 200feet

Said parcel includes all that land of the owner lying between the existing westerly right of way limits of S.T.H. 19 as it existed March 31, 1976 and a line located 55 feet easterly of and parallel to the above described reference line as measured along said reference lin.

Said parcel, exclusive of land already in use for highway purposes, contains 6,666 square feet, more or less.

ALSO

A limited easement for the purpose of providing a clear view for railroad and highway traffic, including for such purpose the right to restrict the construction or placement of buildings or other fixed improvements, except those facilities required for railroad operations, on the following described lands.

A

A parcel of land in the SE¼ SE¼ of Section 5, Township 8 North, Range 11 East, thereof. Said limited easement includes all that land of the owner lying westerly of the existing westerly right of way limits of S.T.H. 19 and easterly of a line located 55 feet easterly of and parallel to the above described reference line as described above, and within a traverse described as follows:

Commencing at the southeast corner of said Section 5; thence S 73°13'35"W, 29.60 feet; thence N 42°34'39" W, 217.16 feet; thence N 43°42'27" W, 129.08 feet; thence N 43°01'11" W, 53.70 feet to the point of beginning of said traverse; thence N 71° 48'00" W, 52.48 feet; thence S 68°25'34" W, 40.00 feet; thence N 15°52'47" E, 31.58 feet to a point on curve of radius 2864.79 feet (from said point the long chord bears N 69°26'53" E, 103.78 feet); thence northeasterly along the arc of said curve to the right, 103.79 feet; thence N 13°04'10" W, 8.07 feet to a point on curve of radius of 2897.79 feet (from said point the long chord bears N 72°16'04" E, 180.21 feet); thence northeasterly along the arc of said curve to the right, 180.24 feet; thence S 76°12'18" E, 67.73 feet; thence S 14°43'05" W, 37.98 feet to a point of curve of radius 2831.79 feet (from said point the ling chord bears S 75°14'50" W, 256.96 feet); thence southwesterly along the arc of said curve to the left, 257.05 feet to the point of beginning of said traverse.

Said limited easement contains 8,311 square feet, more or less.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee, and all mortgages supplementary thereto.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other outstanding rights, if any, and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice President and by its Assistant Secretary on this DECEMBER 6, 1976.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By E. J. Stoll (SIGNED)
Vice President

ATTEST:

By G. G. Grudnowski (SIGNED)
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this DECEMBER 6, 1976.
E. J. STOLL, VICE PRESIDENT and
G. G. GRUDNOWSKI, ASSISTANT Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VICE PRESIDENT and ASSISTANT Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SIGNED)
Raymound H. Keegan
Notary Public, Cook Co., Ill.
My commission expires Nov. 30, 1979

(SEAL)

STATE OF WISCONSIN, Department of State } ss.
Received this 10th day of FEBRUARY A. D. 19 77 at 12
o'clock P. M. and recorded in Vol. 50 of R R M on page 427-429
Douglas La Follette Secretary of State

CHICAGO and NORTH WESTERN TRANSPORTATION COMPANY

UCC - 3 FINANCING STATEMENT

In Wautoma, Waushare County, Wisconsin, described as follows:

Chicago and North Western Transportation Company Right of way and Station Grounds; In the Southwest Quarter of the Southwest Quarter, Section 35, Township 19 North, Range 10 East.

FILING NO. #25

STATE OF WISCONSIN, Department of State } ss.
Received this 22nd day of FEBRUARY A. D. 19 77 at 8
o'clock A. M. and recorded in Vol. 50 of RAILROAD Mortgages on page 429
Douglas La Follette Secretary of State

GREEN BAY & WESTERN RAILROAD COMPANY

UCC - 3 FINANCING STATEMENT

In Plover, Portage County, Wiscnsin, described as follows:

Green Bay & Western Railroad Company Right of Way and Station Grounds in the Southwest Quarter of the Southwest Quarter, Section 22, Township 23 North, Range 8 East.

FILING NO. #26

STATE OF WISCONSIN, Department of State } ss.
Received this 24th day of MARCH A. D. 19 77 at 8
o'clock A. M. and recorded in Vol. 50 of R R M on page 429
Douglas La Follette Secretary of State

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY

UCC - 3 FINANCING STATEMENT

In Wisconsin Dells, Columbia County, Wisconsin, described as follows:

Premises leased from the Chicago, Milwaukee, St. Paul & Pacific Railroad Company described as:

Station Grounds and right of way in the Northwest Quarter of the Northwest Quarter, Section 10, Township 13 North, Range 6 East.

Filing No. #27

STATE OF WISCONSIN, Department of State } ss.
Received this 6th day of May A. D. 19 77 at 8
o'clock A. M. and recorded in Vol. 50 of Railroad Mtge. on page 429
Douglas La Follette Secretary of State

SOO LINE RAILROAD COMPANY

UCC - 3 FINANCING STATEMENT

In Roberts, St. Croix County, Wisconsin, described as follows:

Soo Line Railroad Company right of way and Station Grounds; in the Northwest Quarter of the Southwest Quarter, Section 22, Township 29, Range 18.

FILING NO. #28

STATE OF WISCONSIN
Department of State } ss.
Received this 23rd day of May A.D. 19 77 at 8 o'clock A.M. and recorded in Vol. 56 of Railroad Mortgages on page 430
Douglas La Follette
Secretary of State

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

UCC - 3 FINANCING STATEMENT

Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way and Station Grounds; in the Northwest Quarter of the Northwest Quarter, Section 28, Township 17 North, Range 2 East.

FILING NO. #29

E A S E M E N T

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of THREE HUNDRED DOLLARS ($300.00), the receipt and sufficiency whereof are hereby acknowledged does hereby grant unto The State of Wisconsin Department of Transportation, Division of Highways, 4802 Sheboygan Avenue, Madison, Wisconsin 53702, Grantee an easement for HIGHWAY PURPOSES, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in, on, over and across the following described lands, situated and being in Columbia County, Wisconsin, to-wit:

A parcel of land in Government Lot 3 of Section 6, Town 12 North, Range 9 East and the NE¼-NE¼ of Section 1, Town 12 North, Range 8 East thereof, located from a highway reference line described as follows:

Commencing at the northeast corner of said Section 1; Thence S 89°-28'-16" W, 760.68 feet; Thence S 30°-31'-16"E, 1170.88 feet to the point of beginning of said reference line; Thence continuing S 30°-31'-16" E, 494.32 feet.

Said parcel includes all that land of the owner lying between lines located 100 feet northeasterly and 80 feet southwesterly of and parallel to the above-described reference line as measured along said reference line.

Said parcel contains 0.58 of an acre, more or less, exclusive of land already in use for highway purposes.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the first Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Harris Trust and Savings Bank Trustee, and all Mortgages supplementary thereto.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses permits leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized title thereto shall remain in Grantor free and clearof all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents and these presents to be signed by its VICE Presidnt: and by its Assisant Secretary of this January 19, 1977.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By: E. J. Stoll (SIGNED)
President

ATTEST: (SEAL)

BY: G.G. Grudnowski (SIGNED)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally cme before me this JANUARY 19, 1977

E.J. STOLL, VICE PRESIDENT AND

G. G. GRUDNOWSKI, ASSISTANT Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VICE PRESIDENT and ASSISTANT Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

+ RAYMOND H. KEEGAN
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1979

(SEAL)

STATE OF WISCONSIN
Department of State } ss.
Received this 25th day of March A.D. 19 77 at 10 o'clock A.M. and recorded in Vol. 56 of Railroad Mortgages on page 430-31
Douglas La Follette
Secretary of State

H I G H W A Y E A S E M E N T

This Indenture, Made by Green Bay and Western Railroad Company, A Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin grantor, of BROWN County, Wisconsin, hereby conveys and warrants to Kewaunee County Grantee, of Kewaunee County, Wisconsin for the sum of One Dollar and other valuable consideration

An easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in Kewaunee County, Wisconsin described as:

All that part of the Green Bay and Western Railroad right of way in the E ½ - NE ¼ Section 18 and the W ½ - NW ¼ Section 17, T23N, R25E, lying between lines located 125 feet east of and 100 feet west of and parallel with the STH 42 (formerly STH 17) reference line as laid out under Wisconsin Division of Highways Project 3345, Kewaunee - Overhead Road.

Said reference line being described as follows:

Beginning at the northeast corner of said Section 18; Thence S 1°-06' E 117.8 feet; Thence along the arc of a 0°-45' curve to the left 388.9 feet; Thence S4°-01'E (cont'd) 714.3 feet; Thence along the arc of a 0°-30' curve to the right 300.0 feet; Thence S 2°-31' E. 367.4 feet; Thence along the arc of a 0°-30' curve to the right 236.7 feet.

This Easement is given in accordance with the sixth agreement of a stipulation between the State Highway Commission of Wisconsin and the Kewaunee, Green Bay and Western Railroad Company, excuted by said Railroad on October 9, 1930 and by said Commission on October 13, 1930

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by H. Weldon McGee, its President, and countersigned by Robert L. Goethe, its Secretary, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed, this 23rd day of DECEMBER, A.D., 19-76.

Signed and Sealed in Presence of

Karen Klarkowski

GREEN BAY AND WESTERN RAILROAD COMPANY
Corporate Name

H. Weldon McGee (SIGNED)
President

Robert L. Goethe (SIGNED)
Secretary

STATE OF WISCONSIN

STATE OF WISCONSIN)
Department of State) ss.
Received this 24th day of
May A.D. 19 77 at 10
o'clock a. M. and recorded in Vol.
50 of R&M
on page 432
Douglas La Follette
Secretary of State

Personally came before me this 23rd day of DECEMBER, A.D., 1976 H. Weldon McGee (SIGNED) President, and Robert L. Goethe (SIGNED) Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

JOHN W. JAMESON (SIGNED)
Notary Public, BROWN County, Wisconsin
My commission expires Sept. 2, A.D., 19 79

Project 3345

TERM LEASE NO. 224,467

BURLINGTON NORTHERN INC., hereinafter called Railway Company, hereby leases to JOHN C. ANDRESEN and ALISON ANDRESEN, husband and wife,

Lessee, the following premises, situated at SUPERIOR hereinafter caled station, in the County of DOUGLAS and State of WISCONSIN to wit:

All that part of the premises of the said Railway Company as shown outlined in red on the print hereto attached, marked Exhibit "A" dated January 20, 1977, and made a part hereof.

TO HAVE AND TO HOLD subject to the provisions following for the term of twenty (20) years commencing APRIL 1, 1977 and ending MARCH 31, 1997.

1. (a) Lessee shall occupy and continue to use said premises during the term for the purposesof maintaining and operating thereon a warehouse and for no other purpose.

(b) If a building or buildings have not already been constructed on said premises, Lessee shall, within six months of the effective date of this lease, begin the construction and complete within 18 months of said date, a building or buildings according to plans and specifications submitted to and approved by Railway Company in advance of construction, in event of destruction thereof within twelve months after the date of said destruction.

2. As annual rental Lessee shall pay annually in advance the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00),

for the first five (5) years of the term. The parties shall by rental agreement executed in writing by both parties, agree upon the retal to be paid during any succeeding five (5) year period. Acceptance of any rental for any portion of any succeeding five (5) year period not in accordance with an executed rental agreement applicable to said period even though a bill has been rendered and payment made thereof, shall not constitute an agreement as to the rate of rental to be paid during such succeeding five (5) year period. If, after expiration of any five (5) year period, the parties fail to agree upon the rental for the succeeding period, either party deeming it impossible to fix the rental by mutual agreement may by choosing an appraiser as hereinafter provided cause the rental to be determined in the following manner; The value of said premises shall be determined by appraisers and the rental shall be fixed by Railway Company

based upon the appraised valuation. The party desiring the appraisal may choose one appraiser after which the other party shall have twenty (20) days in which to choose an appraiser. Should a second appraiser not be choosen within said twenty (20) days, the party naming the first appraiser may choose the second appraiser. The two so chosen shall select a third appraiser within twenty (20) days, and if they fail to do so, the selection on application of either party may be made by any Justice of the Supreme Court of the state in which said premises are located. The decision of any two of such appraisers shall be binding upon the parties, but in no case shall the rental be less than that agreed upon for the first five (5) years of the term. If the term of this lease is not a multiple of five (5) then rental for the final period of less than five (5) years shall be dtermined in the same manner as here inabove provided for the fixing of annual rental during a five (5) year period subsequent to the first five (5) year period.

3. (a) Lessee shall pay all general taxes, license fees, or other charges applicable to or assessed against said premises, or any part thereof, during the term of this lease, including those for the year 1977 , even though such taxes, license fees, or other charges may not become due and payable until after expiration or cancellation of this lease. Any special assessment for public improvements assessed or levied against said premises, or any part thereof, will be paid by Railway Company, and the annual rental specified above will be increased from the date of such payment in a sum equal to 12% of the amount of such special assessment. If any taxes or special assessment is applicable to or assessed or levied against any tract or parcel of which said premises are a part, Railway Company may allocate the taxes or special assessment among the various parts of said tract or parcel, including said premises, In case of taxes, Lessee will pay the part all allocated to said premises; and in the case of special assessments, Railway Company will pay the same and Lessee will pay increased rental as above provided.

(b) In case of nonpayment of rental, taxes, license fees, or other charges, the same shall, until paid, constitute a lien upon any buildings or other property owned by Lessee located upon said premises, and the lien may be foreclosed according to law. Lessee shall not remove said buildings or other property until said rental, taxes, license fees, or other charges have been paid unless directed to do so by Railway Company.

4. Without the consent and approval of the Division Superintendent of Railway Company, no structure shall be erected on said premises by Lessee if the same is not to be placed parallel to the main track of Railway Company. Lessee shall paint and keep painted any frame building located upon said premises with a color satisfactory to Railway Company. Lessee shall not place or permit to be placed any advertising matter upon any part of said premises or upon any improvements thereon except such as is necessary to advertise Lessee's own business.

5. (a) No building or structure erected on said premises shall have a swinging door or window opening towards any railway track, which, when opem, will restrict the clearance to less than 8.5 feet from the center line of such track.

(b) Lessee shall not place or permit to be placed, or to remain, any material, structure, pole or other obstruction within 8.5 feet laterally of the center line, or within 23 feet vertically from the top of the rails, of any track.

(c) Lessee agrees to indemnify and save harmless Railway Company from all loss, damage, penalties, costs or judgements that may be assessed against or recoveered from it on account of or in any manner growing out of a violation of a violation of the provisions of this paragraph 5.

6. (a) It is understood by the parties that said premises are in dangerous proximity to the tracks of Railway Company and that property on said premises will be in danger of injury or destruction by fire incident to the operation, maintenace or improvement of the railway, and Lessee accepts this lease subject ot such dangers. It is therefore agreed, as one of the material considerations of this lease without which the same would not be granted, that Lessee assumes all risk of loss, damage or destruction by fire to buildings or contents or to any other property brought upon or in proximity to said premises by Lessee, or by any other person with the consent or knowledge of Lessee, without regard to whether such fire be the result of negligence or misconduct of any person in the employ or service of Railway Company or of detective appliances, engines, or machinery; exeept to the premises of Railway Company and to rolling stock belonging to Railway Company or to others, and to shipments of third parties in the course of transportation. Lessee hereby indemnifies and agrees to protect Railway Company from all such loss, damage or destruction to property, including claims and causes of action asserted against Railway Company by any insurer of said property.

(b) Lessee also agrees to indemnify and hold harmless Railway Company for loss, damage, injury, or death from any act or omission of Lessee, Lessee's invites, licenses, employes, or agents, to the person or property of the parties hereto and their employes, and to the person or property of any other person or corporattion while on or near said premises; and if any claim or liability other than from fire shall arise from the joint or concurring negligenece of both patties hereto, it shall be borne by them equally.

7. It is agreed that the provisions of paragrags 5 and 6 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of Railway Company's property of which said premises are a part.

8. (a) If Lessee shall default in any convenant or agreement herein assumed, and such default shall not be remedied or corrected within thirty (30) days after written notice by Railway Company to Lessee of such default, this lease shall terminate without further notice. Any waiver by Railway Company of any default shall not be construed as a waiver of any subsequent default, while such default continues Lessee shall not remove from said premises any building or other property owned by Lessee unless directed to do so by Railway Company.

(b) If Railway Company shall require said premises for railroad purposes at any time during the term, or shall desire the same for any purposes whatever at any time after five years from the date hereof it may terminate this lease upon written notice of not less than six months. In case of such termination Railway Company shall purchase from Lessee this building or buildings owned by Lessee located on said premises, but shalll not purchase equipment o r movable fixtures or any of the contents thereof which are capable of being removed therefrom without damage to the said building or buildings. Railway Company shall pay a sum equal to the fair market value of said building or buildings at the time such notice is given. If the parties fail to agree on the said value, the same shall be determined by three disinterested appraisers selected in the manner hereinbefore provided, and the value agreed upon by any two of said appraisers shall

be paid by Railway Company. In the event of termination of this lease pursuant to notice in accordance with this paragraph 8 (b), Lessee, before the termination date fixed in said notice, shall remove from said premises Lessee's property not purchased by Raulway Company, and in case of failure to do so, Railway Company may remove such property at the cost of Lessee, or may appropriate same to its own use without compensation.

(c) Any notice to be given by Railway Company as herein provided shall be good if served personally upon Lessee, posted upon said premises, or deposited in the United States mailw addressed to Lessee at

14 East Michigan Street, Duluth, Minnesota 55802.

9. Except as otherwise provided in paragraphs 3 (b) and 8 (a) hereof, upon the expiration of this lease, Lessee, before said lease expires shall remove Lessee's property and improvements from said premises and fill all excavations thereon and in case of failure to do so, Railway Company may remove such property and improvements and fill the excavations at the cost of Lessee, or may appropriate the same to its own use without compensation.

10. Lessee shall not permit the existence of any nuisance nor the accumulation of any material or refuse on said premises or adjacent to the tracks of Railway Company and shall at all times keep same in a clean and santitary condition and shall comply with all laws and regulations in reference to combustible or flammable materials on said premises.

11. Railway Company reserves the right at any time to change the grade of its tracks without compensation to Lessee, and in the event such change is made, or the grade of any highway in proximity to said premises is changed, Lessee shall bear all expense necessary to adapt said premises and improvements thereon to the changed conditions.

12. Railway Company reserves the right to maintain its existing facilities and to construct or permit the construction of additional facilities on said premises for the benefit of or for the purpose of serving Railway Company or other Lessees of Railway Company and also the right to enter upon said premises for the purpose of constructing, reconstructing, repairing, operating, relocating and removing said facilities.

13. This lease is granted subject to permits, leases and licensee, if any, heretofore granted by Railway Company affecing said premises.

14. (a) Without the written consent of Railway Company, Lessee shall not assign this lease or any interest therein or sublet, and no heir, executor, administrator, reciever, master, sheriff, trustee in bankruptcy or other assignee by operation of law shall assign or sublet without such written consent.

(b) In the event of assignment of this lease Railway Company, having no advice to the contrary, shall at such time credit all unearned rental hereunder to the assignee. Any other disposition of unearned rental will be made by Railway Company only upon the joint written request of both Lessee and Leessee's assignee of the time of submitting said assignment to Railway Company for its consent.

Frfr: (NP) #67681, 6-26-47, Central Co-operative Wholesale, n/k/a Midland Cooperatives, Incorporated

IN WITNESS WHEREOF the parties have executed this lease in duplicate this 1st day of APRIL, 19 77.

BURLINGTON NORTHERN INC.

By J. C. Weiland (SIGNED)
Assistant Vice President

Signed, sealed and delivered in presence of

(SIGNED)
Linda M. Suly (SIGNED)
} as to Lessee

X John C. Andresen (SIGNED)
X Alison H. Andresen (SIGNED)
John C. Andresen and Alison Andresen

STATE OF WISCONSIN } ss.
Department of State }

Received this 2nd day of May A. D. 19 77 at 10 o'clock A M and recorded in Vol. 50 of R R M on page 432-434

Secretary of State

Executed in 250 Counterparts

Counterpart No. 10

June 1, 1967

Supplemental Indenture

TO

First Mortgage

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

TRUSTEE

DATED JUNE 1, 1967

CREATING FIRST MORTGAGE 6% BONDS, SERIES C, DUE JANUARY 1, 1994

TWENTIETH CENTURY PRESS, INC., CHICAGO 60608

THIS JUNE 1, 1967 SUPPLEMENTAL INDENTURE, dated the 1st day of June, One Thousand Nine Hundred Sixty-Seven, between **CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY**, a Wisconsin corporation (hereinafter referred to as the "Railroad Company"), having its principal office in the City of Chicago, State of Illinois, party of the first part, and **CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association, as Trustee (hereinafter referred to as the "Trustee") having its principal office at 231 South LaSalle Street, in the City of Chicago, State of Illinois, party of the second part,

WITNESSETH:

WHEREAS, the Railroad Company executed and delivered to the Trustee an Indenture of Mortgage and Deed of Trust (hereinafter referred to as the "First Mortgage"), dated as of January 1, 1944, to secure the payment of the principal of, premium if any, and interest on all First Mortgage Bonds at any time issued and outstanding thereunder; and

WHEREAS, the Railroad Company executed and delivered to the Trustee a certain First Supplemental Indenture to the First Mortgage, dated December 31, 1948, conveying to the Trustee, and to its successors in the trust, and its and their assigns, the property conveyed to the Railroad Company on said date by Chicago, Terre Haute and Southeastern Railway Company, an Indiana corporation; and

WHEREAS, the Railroad Company executed and delivered to the Trustee a certain Second Supplemental Indenture to the First Mortgage, dated July 1, 1961, providing for the issuance of Five Million, Five Hundred Thousand Dollars ($5,500,000) in aggregate principal amount of the Railroad

Company's First Mortgage 5½% Bonds, Series B, due January 1, 1994; and

WHEREAS, there have been authenticated and delivered under the First Mortgage Fifty-nine Million, Five Hundred Fifteen Thousand, One Hundred Dollars ($59,515,100) in aggregate principal amount of the Railroad Company's First Mortgage 4% Bonds, Series A, due January 1, 1994; and

WHEREAS, there have been authenticated and delivered under the First Mortgage Five Million, Five Hundred Thousand Dollars ($5,500,000) in the aggregate principal amount of the Railroad Company's 5½% Bonds, Series B, due January 1, 1994; and

WHEREAS, the Railroad Company desires by this June 1, 1967 Supplemental Indenture to create a new series of Bonds to be issued thereunder, to set forth the terms and provisions of such new series and the forms of the bonds and the coupons thereof, and to amend the First Mortgage in the respects hereinafter provided; and

WHEREAS, all of the conditions and requirements necessary to make this June 1, 1967 Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof have been duly authorized in all respects by resolution of the Board of Directors of the Railroad Company;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar in hand paid by the Trustee to the Railroad Company at or before the execution and delivery of this June 1, 1967 Supplemental Indenture, receipt whereof is hereby acknowledged, it is agreed by and between the Railroad Company and the Trustee as follows:

ARTICLE I

BONDS OF SERIES C

SECTION 1. There is hereby created a third series of Bonds of the Railroad Company (herein referred to as "Bonds of Series C") to be issued under and secured by the First Mortgage. The Bonds of Series C (a) shall be designated as "First Mortgage 6% Bonds, Series C, Due January 1, 1994"; (b) shall be dated as of June 1, 1967 (except that all registered Bonds without coupons issued on or before December 31, 1967, shall be dated as of June 1, 1967, and all such Bonds issued thereafter shall be dated as of the first day following the close of the latest period for which interest on Bonds of Series C shall have become due and payable); (c) shall mature January 1, 1994, unless previously redeemed pursuant to Article II of this June 1, 1967 Supplemental Indenture or declared due and payable pursuant to Article XVI of the First Mortgage; (d) shall bear interest payable semiannually on the first days of January and July of each year at the rate of 6% per annum from the date thereof until the principal sum thereof has been paid, but in the case of coupon Bonds, as to interest due on or before the principal sum becomes due and payable, only upon presentation and surrender of the respective coupons appertaining thereto as they shall mature; (e) shall be payable, as to principal, premium, if any, and interest, at the office or agency of the Railroad Company in the City of Chicago, State of Illinois, or, at the option of the bearer or registered holder, at the office or agency of the Railroad Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; (f) shall be issued as coupon Bonds in denominations of $1,000 and as registered Bonds without coupons in denominations of $1,000 and in multiples of $1,000, the Bonds of either form

to be transferable or exchangeable for Bonds of either form in authorized denominations, and the coupon Bonds to be registrable as to principal, at the office or agency of the Railroad Company in the City of Chicago, State of Illinois, or, at the option of the holder or registered owner, at the office or agency of the Railroad Company, in the Borough of Manhattan, City and State of New York, as provided in Section 5 of Article II of the First Mortgage; (g) shall be limited in aggregate principal amount to $1,848,000; and (h) shall be redeemable before maturity at the option of the Railroad Company upon the terms stated in Article II of this June 1, 1967 Supplemental Indenture.

SECTION 2. The Bonds of Series C and the interest coupons to be attatched to the coupon Bonds of Series C are to be substantially in the following forms, respectively:

(Form of Coupon Bond of Series C)

No..... $1,000

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

FIRST MORTGAGE 6% BOND, SERIES C,
DUE JANUARY 1, 1994

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Chicago, State of Illinois (herein referred to as the "Railroad Company"), for value received, hereby promises to pay to bearer or, if this Bond be registered as to principal, then to the registered holder hereof, on January 1, 1994, the principal sum of One Thousand Dollars ($1,000) in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; and to pay interest on said principal sum in like coin or currency from June 1, 1967, at the rate of 6% per annum, semi-

annually on the first days of January and July in each year, until said principal sum becomes due and payable as herein provided and, if default be made in the payment of said principal sum when so due and payable, thereafter (to the extent permitted by law) at the highest rate of interest borne by any of the Bonds outstanding under the Mortgage hereinafter referred to until the Railroad Company's obligation with respect to the payment of said principal sum shall be discharged as provided in the Mortgage, but only, in the case of interest due on or before the date said principal sum becomes due and payable, upon presentation and surrender of the respective interest coupons hereto appertaining as they shall severally mature.

The principal of, premium if any, and interest on this Bond are payable at the office or agency of the Railroad Company in the City of Chicago, State of Illinois, or at the option of the holder hereof at the office or agency of the Railroad Company in the Borough of Manhattan, City and State of New York.

This Bond is one of the First Mortgage Bonds of the Railroad Company (herein referred to as the "Bonds"), not limited in aggregate principal amount except as provided in the Mortgage, issued and to be issued under, and all equally and ratably secured by, a mortgage and deed of trust dated as of January 1, 1944 (herein referred to as the "Mortgage"), duly executed and delivered by the Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and its successors in trust (which Trustee and its successors in trust are hereinafter referred to as the "Trustee"), to which Mortgage and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of and restrictions upon the Railroad Company and the holders of the Bonds and coupons in respect of such security, the rights, duties and immunities of the Trustee and the terms and conditions under which the Bonds are, and may be, issued and secured. By the terms of the Mortgage, the Bonds may be for various principal sums and are issuable in series, and the Bonds of any series may

differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption and otherwise, all as in the Mortgage provided. Bonds of Series C, of which this is one, are designated as the "First Mortgage 6% Bonds, Series C, due January 1, 1994," and the aggregate principal amount thereof is limited to $1,848,000.

If an event of default as defined in the Mortgage shall occur, the principal of this Bond may be declared or may become due and payable prior to the stated date of maturity hereof in the manner, with the effect and subject to the conditions provided in the Mortgage.

The Mortgage contains provisions permitting the Railroad Company and the Trustee at any time or times, with the consent of the holders of not less than 75% in principal amount of all of the Bonds at the time outstanding, evidenced as in the Mortgage provided, and with the approval of the Interstate Commerce Commission or other public regulatory body having jurisdiction in the premises, to extend the time or times of payment of the principal, either before or after the principal is due, of all of the Bonds of any or all series then outstanding, whether bearing fixed or contingent interest for a period of not exceeding 20 years beyond the original date or dates designated in such Bonds for the payment of the principal thereof, or to extend the time or times of payment of any fixed interest or accumulations of contingent interest, either before or after the interest is due, on the Bonds of any or all series then outstanding, whether bearing fixed or contingent interest, for a period not exceeding 5 years after such interest is due but not beyond the original or extended date or dates for the payment of the principal of such Bonds. The Mortgage also contains provisions permitting the Railroad Company and the Trustee at any time or times, with the consent of the holders of not less than 66⅔% in principal amount of the Bonds to be directly affected thereby, evidenced as in the Mortgage provided, and with the approval of the Interstate Commerce Commission or other public regulatory body having jurisdiction in the premises, to modify, alter, add to or eliminate in any manner any of the provisions of the Mortgage or of any indenture supplemental

thereto or the rights of the holders of the Bonds and coupons to be directly affected thereby or the rights and obligations of the Railroad Company, or to sanction any compromise of the rights of the holders of such Bonds against the Railroad Company, or against its property, or to sanction or approve any plan for the reorganization, readjustment or liquidation of the Railroad Company. Any such consent of the holder of this Bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this Bond. Without the consent of the holder of this Bond, as evidenced by an appropriate legend endorsed hereon, no such extension, modification, alteration, addition, elimination, sanction or approval shall (i) alter or impair the obligation of the Railroad Company to pay the principal amount of or the interest on this Bond, or change the place or the medium of payment thereof, or (ii) permit the creation by the Railroad Company of any mortgage or other lien ranking prior to or on a parity with the lien of the Mortgage or of any indenture supplemental thereto, with respect to any property covered thereby, otherwise than as permitted by the Mortgage, or (iii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds.

This Bond is subject to redemption at any time prior to maturity for the purpose of the Contingent Sinking Fund pursuant to Article VIII of the Mortgage or at the option of the Railroad Company, in each case upon publication of notice of such redemption once each week for 4 successive weeks in a newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and in a like newspaper published on each business day and of general circulation in the City of Chicago, State of Illinois, the first publication to be not less than 30 days and not more than 60 days before the date fixed for redemption if such date is an interest-payment date, and not less than 60 days and not more than 90 days before the date fixed for redemption if such date is not an interest-payment date, all as provided in the Mortgage, at a redemption price equal to the principal amount thereof, plus all accrued inter-

est on such principal amount to the date fixed for redemption and a premium equal to 5% of such principal amount decreased by ¼ of 1% for each twelve (12) months' period elapsed after June 1, 1967, to and including June 1, 1987, but without premium if redeemed after June 1, 1987.

This Bond is transferable by delivery unless registered as to principal. This Bond may be registered as to principal at the office or agency maintained by the Railroad Company in said City of Chicago or in said Borough of Manhattan, on registry books kept for such purpose at such office or agency, such registration being noted hereon, after which no transfer hereof shall be valid unless made on said books at either said office or agency by the registered holder in person or by his attorney duly authorized in writing, and similarly noted hereon; but this Bond may be discharged from such registration by like transfer to bearer noted hereon, whereupon transferability by delivery shall be restored. Such registration, however, shall not affect the transferability by delivery of the coupons for the interest hereon, and such coupons shall continue to be payable to bearer and transferable by delivery.

The Railroad Company, the Trustee, and paying agent and any bond registrar may deem and treat the bearer hereof, or if registered as to principal the registered holder hereof, and the bearer of any interest coupon appertaining hereto, whether or not this Bond shall be registered as to principal, as the absolute owner of this Bond or such coupon, as the case may be (whether or not this Bond or such coupon shall have become due and payable), for the purpose of receiving any payment then being made of or on account of the principal hereof, premium if any, and interest hereon, and for all other purposes, and neither the Railroad Company nor the Trustee nor any paying agent nor any bond registrar shall be bound by any notice to the contrary.

The coupon Bonds of this Series are issuable in denominations of $1,000 only. The registered Bonds without coupons of this Series are issuable in denominations of $1,000 and in multiples of $1,000. Upon presentation thereof for

that purpose at the office or agency maintained by the Railroad Company in said City of Chicago, or in said Borough of Manhattan, and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon Bonds of this Series, with all unmatured coupons and any matured coupons in default appertaining thereto, may be exchanged for a like aggregate principal amount of registered Bonds without coupons of this Series of authorized denominations, and registered Bonds without coupons of this Series may be exchanged for a like aggregate principal amount of coupon Bonds of this Series of the denomination of $1,000 and bearing all unmatured coupons and any matured coupons in default appertaining thereto, or for a like aggregate principal amount of registered Bonds without coupons of this Series of other authorized denominations.

As provided in the Mortgage, no recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, or because of the creation of indebtedness represented hereby, or otherwise in respect hereof, or based on or in respect of the Mortgage or any indenture supplemental thereto, against any past, present or future incorporator, stockholder, officer or director, as such, of the Railroad Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessement or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

Neither this Bond nor any interest coupon appertaining hereto shall be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been signed by the Trustee under the Mortgage.

In Witness Whereof, the Chicago, Milwaukee, St. Paul and Pacific Railroad Company has caused this Bond to be signed by its President or one of its Vice Presidents, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and coupons for interest bearing the

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facsimile signature of its Treasurer to be attached hereto, and this Bond to be dated as of the first day of June, 1967.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By .....
Vice President-Finance and Accounting

ATTEST:

.....
Secretary

(Form of Coupon for Coupon Bonds of Series C)

No..... $30.00

On the first day of ....., 19..., unless the Bond hereinafter mentioned shall have been called for previous redemption and payment thereof duly provided for, Chicago, Milwaukee, St. Paul and Pacific Railroad Company will pay to bearer upon surrender of this coupon at its office or agency in the City of Chicago, State of Illinois, or, at the option of the bearer, at its office or agency in the Borough of Manhattan, City and State of New York, Thirty Dollars ($30.00) in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, being 6 months' interest then payable on its First Mortgage 6% Bond, Series C, due January 1, 1994, No.....

.....
Treasurer

(Form of Registered Bond without Coupons of Series C)

No..... $.....

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

FIRST MORTGAGE 6% BOND, SERIES C,
DUE JANUARY 1, 1994

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Chicago, State of Illinois (herein referred to as the "Railroad Company"), for value received, hereby promises to pay to ..... or registered assigns, on January 1, 1994, the principal sum of ..... Dollars ($.....) in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; and to pay interest on said principal sum in like coin or currency from and including the date hereof at the rate of 6% per annum, semi-annually on the first days of January and July in each year, until said principal sum becomes due and payable as herein provided and, if default be made in the payment of said principal sum when so due and payable, thereafter (to the extent permitted by law) at the highest rate of interest borne by any of the Bonds outstanding under the Mortgage hereinafter referred to until the Railroad Company's obligation with respect to the payment of said principal sum shall be discharged as provided in the Mortgage.

The principal of, premium if any, and interest on this Bond are payable at the office or agency of the Railroad Company in the City of Chicago, State of Illinois, or at the option of the registered holder hereof at the office or agency of the Railroad Company in the Borough of Manhattan, City and State of New York.

This Bond is one of the First Mortgage Bonds of the Railroad Company (herein referred to as the "Bonds"), not limited in aggregate principal amount except as provided in the Mortgage, issued and to be issued under, and all equally and

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ratably secured by, a mortgage and deed of trust dated as of January 1, 1944 (herein referred to as the "Mortgage"), duly executed and delivered by the Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and its successors in trust (which Trustee and its successors in trust are hereinafter referred to as the "Trustee"), to which Mortgage and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of and restrictions upon the Railroad Company and the holders of the Bonds and coupons in respect of such security, the rights, duties and immunities of the Trustee and the terms and conditions under which the Bonds are, and may be, issued and secured. By the terms of the Mortgage, the Bonds may be for various principal sums and are issuable in series, and the Bonds of any series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption and otherwise, all as in the Mortgage provided. Bonds of Series C, of which this is one, are designated as the "First Mortgage 6% Bonds, Series C, due January 1, 1994," and the aggregate principal amount thereof is limited to $1,848,000.

If an event of default as defined in the Mortgage shall occur, the principal of this Bond may be declared or may become due and payable prior to the stated date of maturity hereof in the manner, with the effect and subject to the conditions provided in the Mortgage.

The Mortgage contains provisions permitting the Railroad Company and the Trustee at any time or times, with the consent of the holders of not less than 75% in principal amount of all of the Bonds at the time outstanding, evidenced as in the Mortgage provided, and with the approval of the Interstate Commerce Commission or other public regulatory body having jurisdiction in the premises, to extend the time or times of payment of the principal, either before or after the principal is due, of all of the Bonds of any or all series then outstanding, whether bearing fixed or contingent interest, for a period of not exceeding 20 years beyond the original date or dates designated in such Bonds for the payment of the principal thereof, or to extend the time or times of pay-

ment of any fixed interest or accumulations of contingent interest, either before or after the interest is due, on the Bonds of any or all series then outstanding, whether bearing fixed or contingent interest, for a period not exceeding 5 years after such interest is due but not beyond the original or extended date or dates for the payment of the principal of such Bonds. The Mortgage also contains provisions permitting the Railroad Company and the Trustee at any time or times, with the consent of the holders of not less than 66⅔% in principal amount of the Bonds to be directly affected thereby, evidenced as in the Mortgage provided, and with the approval of the Interstate Commerce Commission or other public regulatory body having jurisdiction in the premises, to modify, alter, add to or eliminate in any manner any of the provisions of the Mortgage or of any indenture supplemental thereto or the rights of the holders of the Bonds and coupons to be directly affected thereby or the rights and obligations of the Railroad Company, or to sanction any compromise of the rights of the holders of such Bonds against the Railroad Company or against its property, or to sanction or approve any plan for the reorganization, readjustment or liquidation of the Railroad Company. Any such consent of the holder of this Bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this Bond. Without the consent of the holder of this Bond, no such extension, modification, alteration, addition, elimination, sanction or approval shall (i) alter or impair the obligation of the Railroad Company to pay the principal amount of or the interest on this Bond, or change the place or the medium of payment thereof, or (ii) permit the creation by the Railroad Company of any mortgage or other lien ranking prior to or on a parity with the lien of the Mortgage or of any indenture supplemental thereto, with respect to any property covered thereby, otherwise than as permitted by the Mortgage, or (iii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds.

This Bond, or portions thereof amounting to $1,000 or multiples of $1,000, is subject to redemption at any time prior to maturity for the purpose of the Contingent Sinking Fund

pursuant to Article VIII of the Mortgage or at the option of the Railroad Company, in each case upon publication of notice of such redemption once each week for 4 successive weeks in a newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and in a like newspaper published on each business day and of general circulation in the City of Chicago, State of Illinois, the first publication to be not less than 30 days and not more than 60 days before the date fixed for redemption if such date is an interest-payment date, and not less than 60 days and not more than 90 days before the date fixed for redemption if such date is not an interest-payment date, all as provided in the Mortgage, at a redemption price equal to the principal amount to be redeemed, plus all accrued interest on such principal amount to the date fixed for redemption and a premium equal to 5% of such principal amount decreased by ¼ of 1% for each twelve months' period elapsed after June 1, 1967, to and including June 1, 1987, but without premium if redeemed after June 1, 1987.

This Bond is transferable by the registered holder hereof in person (or by his attorney duly authorized in writing) at the office or agency maintained by the Railroad Company in said City of Chicago or in said Borough of Manhattan, on registry books kept for such purpose at such office or agency, but only in the manner, subject to the limitations, upon payment of the charges provided in the Mortgage, and upon surrender and cancellation of this Bond. Upon any such transfer a new registered Bond or Bonds without coupons of the same series and maturity date and of authorized denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Railroad Company, the Trustee, any paying agent and any bond registrar may deem and treat the registered holder hereof as the absolute owner of this Bond (whether or not this Bond shall have become due and payable), for the purpose of receiving any payment then being made of or on account of the principal hereof, premium if any, and interest hereon, and for all other purposes, and neither the Railroad Company nor

the Trustee nor any paying agent nor any bond registrar shall be bound by any notice to the contrary.

The coupon Bonds of this Series are issuable in denominations of $1,000 only. The registered Bonds without coupons of this Series are issuable in denominations of $1,000 and multiples of $1,000. Upon presentation thereof for that purpose at the office or agency maintained by the Railroad Company in said City of Chicago or in said Borough of Manhattan, and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon Bonds of this Series, with all unmatured coupons and any matured coupons in default appertaining thereto, may be exchanged for a like aggregate principal amount of registered Bonds without coupons of this Series of authorized denominations, and registered Bonds without coupons of this Series may be exchanged for a like aggregate principal amount of coupon Bonds of this Series of the denomination of $1,000 and bearing all unmatured coupons and any matured coupons in default appertaining thereto, or for a like aggregate principal amount of registered Bonds without coupons of this Series of other authorized denominations.

As provided in the Mortgage, no recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, or because of the creation of indebtedness represented hereby, or otherwise in respect hereof, or based on or in respect of the Mortgage or any indenture supplemental thereto, against any past, present or future incorporator, stockholder, officer or director, as such, of the Railroad Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

This Bond shall not be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been signed by the Trustee under the Mortgage.

In Witness Whereof, the Chicago, Milwaukee, St. Paul and Pacific Railroad Company has caused this Bond to be signed by its President or one of its Vice Presidents, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and this Bond to be dated the ..... day of ....., 19.....

Chicago, Milwaukee, St. Paul and Pacific Railroad Company

By .....
Vice President–Finance and Accounting

Attest:

.....
Secretary

ARTICLE II

Redemption of Bonds of Series C

The Railroad Company, at its option, may redeem the Bonds of Series C as a whole at any time or in part from time to time, at a redemption price equal to the principal amount thereof plus all accrued interest thereon to the date fixed for redemption and a premium equal to 5% of such principal amount decreased by ¼ of 1% for each twelve (12) months' period elapsed after June 1, 1967, to and including June 1, 1987, but without premium if redeemed after June 1, 1987. Registered Bonds without coupons may be redeemed in portions amounting to $1,000 or multiples of $1,000, with interest and premium as aforesaid on the principal amount to be redeemed. The redemption of Bonds of Series C in accordance with this Article II and the procedure therefor shall be governed by the applicable provisions of Article IV of the First Mortgage.

ARTICLE III

Concerning the Trustee

The recitals contained in this June 1, 1967 Supplemental Indenture and in the Bonds of Series C (except as contained in the Trustee's certificate of authentication endorsed on such Bonds) shall be taken as statements of the Railroad Company, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representations as to the validity or sufficiency of this June 1, 1967 Supplemental Indenture or of the Bonds of Series C or the coupons appertaining thereto.

No duties, responsibilities or liabilities are assumed by the Trustee by reason of this June 1, 1967 Supplemental Indenture other than as set forth in the First Mortgage; and this June 1, 1967 Supplemental Indenture is executed and accepted by the Trustee subject to all of the terms and conditions set forth in the First Mortgage as fully to all intents as if the same were set forth herein at length.

ARTICLE IV

Miscellaneous

Section 1. All of the terms, conditions and provisions of the First Mortgage, unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this June 1, 1967 Supplemental Indenture. The First Mortgage, as heretofore supplemented by said First Supplemental Indenture, and as supplemented by this June 1, 1967 Supplemental Indenture, the lien thereof and the security afforded thereby, are in all respects ratified and confirmed; and the First Mortgage, the First Supplemental Indenture, the Second Supplemental Indenture and this June 1, 1967 Supplemental Indenture shall be read, taken and construed as one and the same instrument.

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SECTION 2. This June 1, 1967 Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 3. This June 1, 1967 Supplemental Indenture is dated as of June 1, 1967, although executed and delivered on the date of the acknowledgment hereof by the Trustee.

IN WITNESS WHEREOF, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, the party of the first part, has caused this June 1, 1967 Supplemental Indenture to be signed and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by its Secretary or its Assistant Secretary; and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the party of the second part, to evidence its acceptance of the trust hereby created, has caused this June 1, 1967 Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereunto and the same to be attested by one of its Assistant Secretaries. Executed and delivered in the City of Chicago, State of Illinois, the 5th day of July, 1967, as of the day and year first written above.

(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By .....
(R. F. Kratochwill)
Vice-President–Finance and Accounting

Attest:

.....
(J. T. Taussig)
Secretary

In the presence of

.....
(W. E. Ross)

.....
(H. W. Wolf)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

(CORPORATE SEAL)

By .....
(Donald H. Reinniers)
Vice President

Attest:

.....
(E. J. Friedrich)
Assistant Secretary

SEAL

In the presence of

.....
(J. W. Austin)

.....
(R. J. Lucas)
M. S. SCHILLING

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

On this 5th day of July, in the year 1967, before me, R. W. SPANGENBERG, a Notary Public in and for the State and County aforesaid, personally appeared R. F. KRATOCHWILL and J. T. TAUSSIG, to me personally known and known to me to be the Vice President-Finance and Accounting and the Secretary, respectively, of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation described in and which executed the foregoing instrument, and known to me to be the identical persons whose names are subscribed to and who executed the foregoing instrument on behalf of said corporation, who, being by me duly sworn, did severally say and acknowledge that they are the Vice President-Finance and Accounting and the Secretary respectively, of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and was affixed thereto by authority of its Board of Directors and that said instrument was signed, sealed and executed by them in the name and on behalf of said corporation by like authority, and said R. F. KRATOCHWILL and J. T. TAUSSIG severally acknowledged that they signed, sealed and delivered said instrument in the name and on behalf of said corporation as their free and voluntary act and deed as such Vice President-Finance and Accounting and Secretary, respectively, and by authority of the Board of Directors of said corporation, and that said instrument was voluntarily executed by said corporation as its free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 5th day of July, 1967.

SEAL

(NOTARIAL SEAL)

.....
(R. W. Spangenberg)
Notary Public

My Commission Expires November 15, 1967.

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STATE OF ILLINOIS } ss.
COUNTY OF COOK }

On this 11th day of July, in the year 1967, before me, E. W. FAHRENBACH, a Notary Public in and for the State and County aforesaid, personally appeared DONALD H. Reinniers and E. J. FRIEDRICH, to me personally known and known to me to be a Vice President and an Assistant Secretary, respectively, of Continental Illinois National Bank and Trust Company of Chicago, the corporation described in and which executed the foregoing instrument, and known to me to be the identical persons whose names are subscribed to and who executed the foregoing instrument on behalf of said corporation, who, being by me duly sworn, did severally say and acknowledge that they are a Vice President and an Assistant Secretary, respectively, of said Continental Illinois National Bank and Trust Company of Chicago, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and was affixed thereto by authority of its Board of Directors and that said instrument was signed, sealed and executed by them in the name and on behalf of said corporation by like authority; and said DONALD H. Reinniers and E. J. FRIEDRICH severally acknowledged that they signed, sealed and delivered said instrument in the name and on behalf of said corporation as their free and voluntary act and deed as such Vice President and Assistant Secretary, respectively, and by authority of the Board of Directors of said corporation, and that said instrument was voluntarily executed by said corporation as its free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 11th day of July, 1967.

SEAL

(NOTARIAL SEAL)

.....
(E. W. Fahrenbach)
Notary Public

My Commission Expires March 26, 1969.

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

R. F. KRATOCHWILL, being first duly sworn, deposes and says that he is Vice-President-Finance and Accounting of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation organized and existing under the laws of the State of Wisconsin, which executed as mortgagor the June 1, 1967 Supplemental Indenture to which this affidavit is appended, that the consideration of said June 1, 1967 Supplemental Indenture was actual and adequate, that the same was given in good faith for the purposes therein set forth to secure the amount named therein, and without any design to hinder, delay or defraud creditors, and that Continental Illinois National Bank and Trust Company of Chicago, the trustee and mortgagee named in said June 1, 1967 Supplemental Indenture, has delivered to said Railroad Company, and said Railroad Company has received, a duplicate copy of said June 1, 1967 Supplemental Indenture so executed.

(R. F. Kratochwill)

Subscribed and sworn to before me this 5th day of July, 1967.

(NOTARIAL SEAL)

(R. W. Spangenberg)
Notary Public

My Commission Expires November 15, 1967.

SEAL

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of May A. D. 19 77 at 10 o'clock a. M. and recorded in Vol. 50 of R.R.M. on page 435-446
Douglas La Follette
Secretary of State

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QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation having its principal offices at 516 West Jackson Boulevard, Chicago, Illinois 60606, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM unto RU-MAR MFG. CORP., Mayville, Wisconsin, Grantee, the following described real estate, to-wit;

A part of the Southeast ¼ of the Northwest ¼ of Section 26, and the Southwest ¼ of the Northwest ¼ of Section 26, T. 12 N.-R. 16 E., Town of Williamstown, Dodge County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of the Northwest ¼ of said Section 26 and running thence East along the North line of the Northwest ¼ of said Section 26, 1,315.97 feet; thence south 00°-39'-14" East along the East line of a Certified Survey Map, recorded in Volume 4, Page 224 of Certified Survey Maps, Dodge County Register of Deeds office, 1,317.49 feet to the Southeast corner of said Certified Survey Map and to the point of beginning; thence continuing South 00°-39'-14" East, 374.78 feet; thence North 77°-56'-04" West, 224.36 feet; thence South 12°-03'-56" West, 50.00 feet; thence South 77°-56'-04" East, 235.64 feet; thence South 00°-39'-14" East, 10.86 feet; thence running on a curve to the right, having a radius of 452.68 feet, 217.63 feet along curve to a point which is South 53°-37'-58" East, 215.54 feet from the last described point; thence North 11°-24'-23" East, 577.28 feet; thence South 89°-45'-54" West, 292.72 feet to the point of beginning and containing 2.984 acres (129,969 square feet) of land more or less.

This conveyance is subject ot all existing rights of way and easements, whether or not of record, and to all encumbrances, exceptions and reservations of record, and the Grantor reservies to itself, its successors and assigns, all minerals of any nature whatsoever including, but not exclusively, coal, iron, natural gas and oil, which may be in or upon said described lands, together with the sole, exclusive and perpetual right to explore for and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of said lands and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors and assigns.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY Has caused these presents to be signed by its President and countersigned by its Assistant Secretary and its corporate seal to be hereunto affixed this FEBRUARY 15, 1977.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In Presence of:

D. J. WINTERLIN (signed)
Witness

By W.L. SMITH (signed)
President

COUNTERSIGNED (SEAL)

J. E. KOT (signed)
Witness

G. G. GRUDNOWSKI (signed)
Assistant Secretary

STATE OF WISCONSIN } ss.
Department of State
Received this 26th day of May A. D. 19 77 at 2 o'clock P. M. and recorded in Vol. 50 of R.R. Mortgages on page 447
Douglas La Follette
Secretary of State

(FIRST MORTGAGE RELEASE NO. 1210)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the lwas of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of R. R. Mortgages, at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Mayville in the County of Dodge, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 2nd day of March, A.D. 19 77.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

(SEAL)

By M. J. KRUGER (signed)
Vice President

ATTEST OR COUNTERSIGNED:

By DENIS R. HART (signed)
Trust Officer

WTNESSED BY:

CHARLES W. VANDE VEN (signed)

J.M. ROSE (signed)

APPENDIX 1

Real Estate situated at Mayville, Dodge County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A part of the Southeast ¼ of the Northwest ¼ of Section 26, and the Southwest ¼ of the Northwest ¼ of Section 26, T. 12 N.-R. 16 E., Town of Williamstown, Dodge County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of the Northwest ¼ of said Section 26 and running thence East along the North line of the Northwest ¼ of said Section 26, 1,315.97 feet; thence South 00°-39'-14" East along the East line of a Certified Survey Map, recorded in Volume 4, Page 224 of Certified Survey Maps, Dodge County Register of Deeds office, 1,317.49 feet to the Southeast corner of said Certified Survey Map and to the point of beginning; thence continuing South 00°-39'-14" East, 374.78 feet; thence North 77°-56'-04" West, 224.36 feet; thence South 12°-03'56" West, 50.00 feet; thence South 77°-56'-04" East, 235.64 feet; thence South 00°-39'-14" East, 10.86 feet; thence running on a curve to the right, having a radius of 452.68 feet, 217.63 feet along curve to a point which is south 53°-37'-58" East, 215.54 feet from the last described point; thence North 11°-24'-23" East,

577.28 feet; thence South 89°-45'-54" West, 292.72 feet to the point of beginning and containing 2.984 acres (129,969 square feet) of land mare or less.

****

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and, RESERVING unto the Trustee the lien of the First Mortgage upon the right reserved by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, without entering upon, using or damaging the surface of said property, to explore for and dispose of such oil, gas and minerals as there may be upon said property.

* * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 1210.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By M. J. Kruger
Vice President

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 2nd day of MARCH, A.D. 19 77, M. J. Kruger a Vice President, and Denis R. Hart a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such offfcers as the deed of said national banking association, by its authority.

(SEAL)

R. S. Donovan (SIGNED)
Notary Public in and for the State of Illinois, County of Cook.

My Commission expires April 26, 1980

STATE OF WISCONSIN } ss.
Department of State
Received this 2nd day of May A. D. 19 77 at 2 o'clock P. M. and recorded in Vol. 5D of R.R.M. on page 448-449
Douglas La Follette
Secretary of State

(GENERAL MORTGAGE RELEASE NO. 1210)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under thelaws of the State of Wisconsin (hereinafter sometimes called "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of Secretary of State in Book 39, of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and oter good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Mayville, in the County of Dodge, State of Wisconsin, which is more particularly described in Apendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 28th day of FEBRUARY, A.D. 19 77.

HARRIS TRUST AND SAVINGS BANKD,
as Trustee as aforesaid,

By R. S. STAM (SIGNED)
Vice President

ATTEST OR COUNTERSIGNED:

(SEAL)

By J. A. Krueger (signed)
Assistant Secretary

WITNESSED BY:

C. Potter (SIGNED)

L. D. Lewis (SIGNED)

Real Estate situated at Mayville, Dodge County, Wisconsin, which real estate is more particularly described as follows, to-wit;

A part of the Southeast ¼ of the Northwest ¼ of Section 26, and the Southwest ¼ of the Northwest ¼ of Section 26, T. 12 N.-R. 16 E., Town of Williamstown, Dodge County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of the Northwest ¼ of said Section 26 and running thence East along the North line of the Northwest ¼ of said Section 26, 1,315.97 feet; thence South 00°-39'-14" East along the East line of a Certified Survey Map, recorded in Volume 4, Page 224 of Certified Survey Maps, Dodge County Register of Deeds office, 1,317.49 feet to the Southeast corner of said Certified Survey Map and to the point of beginning; thence continuing South 00°-39'-14" East, 374.78 feet; thence North 77°-56'-04" West, 224.36 feet; thence South 12°-03'-56" West, 50.00 feet; thence South 77°-56'-04" East, 235.64 feet; thence South 00°-39'-14" East, 10.86 feet; thence running on a curve to the right, having a radius of 452.68 feet, 217.63 feet along curve to a point which is South 53°-37'-58" East, 215.54 feet from the last described point; thence North 11°-24'-23" East, 577.28 feet; thence south 89°-45'-54" West, 292.72 feet to the point of beginning and containing 2.984 acres (129,969 Square feet) of land more or less.

* * * * * *

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and, RESERVING unto the Trustee the lien of the General Mortgage upon the right reserved by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, without entering upon, using or damaging the surface of said property, to explore for and dispose of such oil, gas and minerals as there may be upon said property.

* * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing Geneeral Mortgage Release No. 1210.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By R. S. STAM (SIGNED)
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 28th day of FEBRUARY, A. D. 19 77, R. S. STAM a Vice President, and W. E. KRUEGER an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

(SEAL)

LAVETTE C. SEAY (SIGNED)
Notary Public in and for the State of Illinois, County of Cook

My Commission expires NOVEMBER 29,1980

STATE OF WISCONSIN)
Department of State) ss.
Received this 20th day of
May A. D. 19 77 at 2
o'clock P. M. and recorded in Vol.
D of Misc. Rec.
on page 449-451
Douglas La Follette
Secretary of State

#7036

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., A Wisconsin corporation (formerly named Chicago and North Western Railway Company and here inafter referred to as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, recoreded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto PEAVEY COMPANY, a Minnesota Corporation ----------

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the City of Superior, County of Douglas, and the State of Wisconsin ----------

and described as follows, to wit:

That part of Government Lot 3 and Lot 4 in the West half of the East half of Section 10, Township 49 North, Range 14 West, of the fourth principal meridian, Douglas County, Wisconsin, bounded and described as follows: Beginning at a point on the Westerly Extension of the center line of North Second Street in the City of Superior, Wisconsin, as established by the plat of West Superior, First Division, distant 261.0 feet Easterly measured at right angles from the West line of the East half of said Section 10; Thence Easterly along said center line of North Second Street extended on a bearing of South 89 degrees 41 minutes 41.6 seconds East 264.155 feet; Thence Northerly on a bearing of North 00 degrees 18 minutes 18.4 seconds East 1358.30 feet to a point; thence Easterly on a bearing of South 83 degrees 57 minutes 00.2 seconds East 36.18 feet to a point which is 561.155 feet Easterly, measured at right angles, from the West line of said East half of Section 10; Thence Northerly on a bearing of North 00 degrees 18 minutes 18.4 seconds East 1903.80 feet to a point on the established Harbor Line of St. Louis Bay; Thence Southwesterly along said Harbor Line on a bearing of South 66 degrees 44 minutes 33 seconds West 327.46 feet; thence Southerly on a bearing of South 00 degrees 18 minutes 18.4 seconds West 3127.58 feet to the point of beginning.

Together with and including the railroad tracks now situated on said real estate; excepting therefrom existing spur tracks or yard tracks I.C.C. Nos. 153 and 166, and the turnout, all being situated westerly of Grantee's existing buildings; and existing spur tracks or yard tracks I.C.C. Nos. 151,157 and 143, all that part of spur track or yard track I.C.C. No. 150 lying southerly of its point of frog with spur track or yard track I.C.C. No. 138, all that part of spur track or yard track I.C.C. No. 138 lying southerly of the point of frog of spur track or yard track I.C.C. NO. 150 all that part of

of spur track or yard track I.C.C. No. 170 lying southerly of the point of switch of spur track or yard track I.C.C. No. 143, all being generally situated southeasterly of Grantee's existing buildings.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 1st day of MARCH A.D., Nineteen Hundd ed and Seventy-seveN.

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.

Gordon McKee (signed)

Roger E. Beaty (signed)

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By Paul J. Weir (signed)
Vice President

ATTEST:

R. J. Hill (signed)
Secretary

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Ellis A. Brock A Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that Paul J. Weir and R. J. Hill to me personally known and known to me to be, respectively, a Vice President and Secreatry of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and pruposes therein se forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this day of A.D., Nineteen Hundred and Seventy-seven.

Ellis A. Brock (signed)
NOTARY PUBLIC

(SEAL)

My Commission as such
Notary Public Expires: October 3, 1977

STATE OF WISCONSIN
Department of State } ss.
Received this 11th day of
May A. D. 19 77 at 10
o'clock A. M. and recorded in Vol.
56 of K R M
on page 451-452
Douglas La Follette
Secretary of State

DEED OF RELEASE #7036

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of the Hanover Bank (formerly Central Union Trust Company of New York and Central Ganover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Comapny, a corp ration of the State of Wisconsin, and Central Union Trust Comapny of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Comapny, a Delaware corporation, being Successor Mortgagor), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369 to 424, inclusive, as supplemented and amended.----------

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to PEAVEY COMPANY, a Minnesota corporation----------

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the City of Superior, County of Douglas, and the State of Wisconsin.------

and described as follows, to wit:

That part of Government Lot 3 and Lot 4 in the West half of the East half of Section 10, Township 49 North, Range 14 West, of the fourth principal meridian, Douglas County, Wisconsin, bounded and described as follows: Beginning at a point on the Westerly extension of the center line of North Second Street in the City of Superior, Wisconin, as established by the plat of West Superior, First Division, distant 261.0 feet Easterly measured at right angles from the West line of the East half of said Section 10; Thence Easterly along said center line of North Second Street extended on a bearing of South 89 degrees 41 minutes 41.6 seconds East 264.155 feet; Thence Northerly on a bearing of North 00 degrees 18 minutes 18.4 seconds East 1358.30 feet to a point; Thence Easterly on a bearing of South 83 degrees 57 minutes 00.2 seconds East 36.18 feet to a point which is 561.155 feet Easterly, measured at right angles, from the West line of said East half of Section 10; Thence Northerly on a bearing of North 00 degrees 18 minutes 18.4 seconds East 1903.80 feet to a point on the established Harbor Line of St. Louis Bay; thence Southewesterly along said Harbor Line on a bearing of South 66 dgrees 44 minutes 33 seconds West 327.46 feet; Thence Southerly on a bearing of South 00 degrees 18 minutes 18.4 seconds West 3127.58 feet to the point of beginning.

Together with and including the railroad tracks now situated on said real estate; excepting therefrom existing spur tracks or yard tracks I.C.C. Nos. 153 and 166, and the turnout, all being situated westerly of Grantee's existing buildings; and existing spur tracks or yard tracks I.C.C. Nos. 151,157 and 143, all that part of spur track or yard track I.C.C. No. 150 lying southerly of its point of frog with spur track or yard track I.C.C. No. 138, all that part of spur track or yard track I.C.C. NO. 138 lyin g southerly of the point of frog of spur track or yard track I.C.C. No. 150, all that part or spur track or yard track I.C.C. No. 170 lying southerly of the point of switch or spur track or yard track I.C.C. No. 143, all being generally situated southeasterly of Grantee's existing buildings.

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to PEAVEY COMPANY, a Minnesota Corporation----------

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continunity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the company.

INWITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corpoate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 8th day of MARCH, 1977.

MANUFACTURERS HANOVER TRUST COMPANY

By John Generale (signed)
Its Assistant Vice President

(SEAL)

ATTEST:

James M. Foley (signed)
Its Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

W. F. Tobin (signed)

J. Haddad (signed)

I, FRANCIS J. GRIPPO, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that JOHN GENERALE and JAMES M. FOLEY, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company

GIVEN under my hand and official seal this 8th day of MARCH A.D. Nineteen Hundred and Seventy-Seven.

(SEAL)

(signed)
Francis J. Grippo

My Commission Expires: March 30, 1978

STATE OF WISCONSIN
Department of State } ss.
Received this 27th day of May A. D. 19 77 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 453-454
James E. Doyle
Secretary of State

E A S E M E N T

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto THE STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, 4802 Sheboygan Avenue, Madison, Wisconsin 53702, Grantee, an easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent eeosion of the soil or the beautify the highway, in, on, over and across the following described lands, situated and being in Walworth County, Wisconsin, to-wit:

> That part of the southwest one-quarter of the northeast one-quarter of Section 9, Township 2 North, Range 18 East, described as follows:
>
> Commence in the north line of said northeast one-quarter at a point 1412.36 feet South 89°01'17" West of the northeast corner of said section; thence South 2°41'13" West 1719.12 feet along the reference line of State Trunk Highway 36 and its tangent; thence North 87°18'47" West 90 feet to the point of beginning of this description in the northerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence North 76°58'24" East along the northerly line of said Railroad to a point which is 90 feet South 87°18'47" East of said reference line; thence South 2°41'13" West 102.84 feet; thence South 76°58'24" West along the southerly line of said Railroad to a point 90 feet North 87°18'47" West of said reference line; thence North 2°41'13" East 102.84 feet to the point of beginning, containing 0.43 acres, more or less.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Pau and Pacific Railroad Company to Harris Trust and Svings Bank, Trustee, and all mortgages supplementary thereto.

The right herein also is granted subject to the superior ri of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its VICE President and by its ASSISTANT Secretary on this MAY 2, 1977.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In presence of:

T. Hartnett (Signed)
(Witness)

D. Zralka (Signed)
(Witness)

By E. J. Stoll (Signed)
(SEAL) Vice President

COUNTERSIGNED:
By G. G. Grudnowski (Signed)
Ass. Secretary

STATE OF ILLINOIS)
COUNTY OF C O O K) SS

Personally came before me this MAY 2, 1977, E. J. Stoll, VICE PRESIDENT and G. G. GRUDNOWSKI, ASSISTANT Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VICE PRESIDENT and ASSISTANT Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL)

RAYMOND H. KEEGAN (signed)
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1979

STATE OF WISCONSIN
Department of State } ss.
Received this 10th day of May A. D. 19 77 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 454-455
James E. Doyle
Secretary of State

CHICAGO and NORTH WESTERN TRANSPORTATION COMPANY
UCC - 3 FINANCING STATEMENT

In Eleva, Trempealeau County, Wisconsin, described as follows:

Chicago and North Western Transportation Company Right of Way and Station Grounds; containing 8,755 feet, more or less, in the Northeast Quarter of the Southeast Quarter, Section 9, Township 24, Range 9 West.

STATE OF WISCONSIN
Department of State } ss.
Received this 24th day of June A. D. 19 77 at 2 o'clock P. M. and recorded in Vol. 50 of R.R.M. on page 455
James E. Doyle
Secretary of State
FILING #30

SOO LINE RAILROAD COMPANY
Successor by Merger to
WISCONSIN CENTRAL RAILROAD COMPANY

TO

FIRST NATIONAL BANK OF MINNEAPOLIS
and
FRANK B. KRAUSE

TRUSTEES

SECOND SUPPLEMENTAL INDENTURE

(Wisconsin Rapids Relocation)

Dated as of MARCH 1, 1977

Supplementing

INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1954, KNOWN AS FIRST MORTGAGE OF WISCONSIN CENTRAL RAILROAD COMPANY, ASSUMED BY SOO LINE RAILROAD COMPANY AS OF JANUARY 1, 1961.

(Covering property located in the City of Wisconsin Rapids, Coutny of Wood, State of Wisonin.)

SECOND SUPPLEMENTAL INDENTURE, dated as of the 1st day of MARCH, 1977, between SOO LINE RAILROAD COMPANY (Successor by Merger to WISCONSIN CENTRAL RAILROAD COMPANY), a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter referred to as "Railroad Company"), having its principal office in Soo Line Building in the City of Minneapolis, State of Minnesota, party of the first part, and First National Bank of Minneapolis, a national banking association duly incorporated and existing under the laws of the United States of America, having its principal office at 120 South Sixth Street in the City of Minneapolis, Minnesota, and Frank B. Krause (hereinafter together referred to as the "Trustees"), parties of the second part,

WITNESSETH:

WHEREAS, the Rilroad Company's predecessor by merger, Wisconsin Central Railroad Company, has heretofore executed and delivered a certain indenture of Mortgage and Deed of Trust dated as of January 1, 1954, known and hereinafter referred to as "First Mortgage", (which First Mortgage was assumed by Railroad Company as of January 1, 1961), to the Trustees for the purpose of securing its First Mortgage Bonds; and

WHEREAS, subsequent to the execution and delivery of said First Mortgage, the Railroad Company and Chicago and North Western Transportation Company (" North Western") entered into an agreement dated August 1, 1972, with the Redevelopment Authority of the City of Wiscnsin Rapids, Wood County, Wisconsin, providing for the relocation at public expense of railroad trackage and other facilities in said City in connection with an urban renewal project; and

WHEREAS, the Redevelopment Authority and City have provided at their own expense and conveyed to the Railroad Company and North Western relocated railroad trackage and appurtenant facilities together with track revisions in the yards of the Railroad Company and North Western in said City and have also conveyed to the Railroad Company and North Western an undivided one-half interest each in and to an easement for joint railroad operating in the City of Wisconsin Rapids as right-of-way for relocated lines of railroad, and said Authority has in addition made a cash payment of $207,502.00 to the Railroad Company; and

WHEREAS, the Railroad Company under said First Mortgage may sell, exchange for other property, abandon, lease or otherwise dispose of parts of lines of its railroad if part of such line is a branch line or if the Railroad Company has acquired substitute facilities pursuant to terms of said First Mortgage; and

WHEREAS, the said First Mortgage provides that additional property acquired by the Rilroad Company consituting Additions and Betterments may be subjected to the lien of said First Mortgage upon the delivery to the Trustees and recording of deeds, supplemental indentures or instruments of further assurance; and

WHEREAS, the Railroad Company desires to subject the aforesaid additional property to the lien of said First Mortgage by means of this Second Supplemental Indenture; and

WHEREAS, all acts, conditions and things necessary to make this Second Supplemental Indenture a valid and enforcable agreement according to its terms for the purpose herein expressed have been done and performed, and the execution and delivery of this Second Supplemental Indenture have in all respects been duly authorized.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH,

Section 1. In order to secure the payment of the principal of (and premium, if any) and interest on all of the First Mortgage Bonds at any time issued and outstanding under the said First Mortgage according to their tenor and effect, and the performance and observance of the covenants and conditions contained in the First Mortgage Bonds and in the said First Mortgage, and in consideration of the sum of One Dollar paid in hand by the Trustees to the Rilroad Company upon the exeution and delivery of this Second Supplemental Indenture, receipt whereof is hereby acknowledged, the Rialroad Company has granted, bargained, sold, conveyed, released, confirmed, mortgaged, pledged, assigned, transferred and set over, and by these presents does grant, bargain, sell, convey, release, confirm, mortgage, pledge, assign, transfer and set over, unto the Trustees, and to their successors in the trust, and their assigns forever, subject to the terms of the said First Mortgage, all and singular the Railroad Company's interest in the following described property rights, privileges and franchises of the Railroad Company situated in the City of Wisconsin Rapids, Wood County, State of Wisconsin, to-wit:

A. An undivided one-half (1/2) interest in common with the Chicago and North Western Transportation Company, its successors and assigns, in and to a perpetual easement for a new joint main line for the operation of trains and interchange switching movements by the Chicago and North Western Transportation Company, its successors and assigns, and the Railroad Company, its successors and assigns, in, on, over and across the following described real estate, to-wit:

Part of Lot Two (2) of Wood County Certified Survey Map Number 995, being a part of Lot Nineteen (19) of West Side Assessor's Plat Number Four (4) located in the NW 1/4 of the NE 1/4 of Section Eighteen (18); Part of Lot Nine (9) of West Side Assessor's Plat Number Four (4), located in the NW 1/4 of the NE 1/4 of Section Eighteen (18); Part of the St. Paul Depot Grounds Plat to the City of Centralia, now Wisconsin Rapids, located in the SW 1/4

of the SE 1/4 and in the SE 1/4 of the SE 1/4 of Section Seven (7); All of Outlot Number One (1) of Wood County Certified Survey Map Number 1037, being a part of the St. Paul Depot Grounds Plat to the City of Centralia, now Wisconsin Rapids, located in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section Seven (7); All of Outlot Number One (1) of Wood County Certified Survey Map Number 1035, being a part of Lot 7, of Block 88 of Wood Addition to the City of Centralia, now Wisconsin Rapids, and a part of vacated Sixth Street (6th) North, abutting Lots 6 and 7, Blacl 99. amd abittomg :pts ;.2. 3 and 4 of Block 73 of Wood Addition to the City of Centralia, now Wisconsin Rapids, located in the SE 1/4 of the SE 1/4 of Section Seven (7); All being a part of Township 22 North, Range 6 East, City of Wisconsin Rapids, County of Wood, State of Wisconsin, and more particularly described as:

A strip of land 24 feet in width, which is generally located 32 feet Centerline to centerline Southeasterly of the Mainline Track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as it existed on October 20, 1974.

Commencing at the intersection of the Section line between Section 18 and Section 7, and the Southeasterly line of described easement, said point of commencement being located N 89°29'54" W 343.23 feet from the Northeast Corner of the NW 1/4 of the NE 1/4 of Section 18;

Thence N 42°26'23" E 587.53 feet, to a curvelinear line to the left; thence along the arc of said curve 680.58 feet, (such curve has a radius of 2869.49 feet and a central angle of 13°35'22" with a chord of 678.99 feet which bears N 35° 34'40"E);

Thence N 29°58'25"E 98.92 feet; thence N 35°02'41" E 86.13 feet, to the Southerly right of way line of High Street; thence N 82°24'50" W 52.45 feet, along the Southerly line of High Street; thence along the arc of a curve to theright 166.28 feet, (such curve having a radius of 1030.17 feet and a central angle of 9°14'54" with a chord of 166.10 feet which bears S 24°08'17" W); thence along the arc of a curve to the right 674.88 feet, (such curve having a radius of 2845.49 feet and a central angle of 13°35'22" and a chord of 673.31 feet which bears S 35°34'40" W); thence S 42°26'23" W 902.04 feet to a curve to the left; thence along the arc of said curve 175.74 feet, (such curve having a radius of 2876.93 feet and a central angle of 3°30' with a chord of 175.71 feet which bears S 40° 41'23" W); thence S 38°56'23" W 526.25 feet, to a curve to the right; thence along the arc of said curve 174.28 feet, (such curve having a radius of 2852.93 feet and a central angle of 3° 30' with a chord of 174.25 feet which bears S 40°41'23" W); thence S 42°26'23" W 115.87 feet, to the Soo Line right of way; thence Northeasterly along the arc of the curve of said right of way 153.26 feet, (such curve having a radius of 1935.05 feet with a central angle of 4°32'16" with a chord of 153.22 feet which bears N 51°22'02" E); thence along the arc of a curve to the left 140.24 feet, (such curve having a radius of 2876.93 feet and a central angle of 2°47'35" with a chord of 140.23 feet which bears N 40°20'16" E); thence N 38°56' 23" E 526.25 feet, to a curve to the right; thence along the arc of said curve 174.28 feet, (such curve having a radius of 2852.93 feet and a central angle of 3°30' with a chord of 174.24 feet which bears N 40°41'23" E); thence N 42°26'23" E 314.50 feet, to the point of beginning, and containing 1.519 acres;

Subject to the superior titles of the Redevelopment Authority of the City of Wisconsin Rapids and of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, grantors of the Railroad Company, and subject to the conditions that the Railroad Company shall not acquire or assert title to said real estate adverse to the titles of said grantors and that upon abandonment of the use of said real estate for the purposes hereinbefore set forth, title thereto shall remain in grantors, their successors and assigns, free and clear of all rights and claims of the Railroad Company;

Together with the Railroad Company's undivided one-half (1/2) interest in common with the Chicago and North Western Transportation Company in and to the line of railroad thereon and the appurtenances nd franchises appertaining to said line of railroad, including any railroad grades, bridges, culverts, fences, crossings, signals, ties, rails and faastenings, switch devices, and other facilities located on said premises, and together with all telegraph and telephone poles, lines and fastenings used in connection with said line of railroad, whether or not located on said premises;

AND

B. An undivided one-half (1/2) interest in common with Chicago and North Western Transportation Company, its successors and assigns, in and to the following tract of land in Wood County, State of Wisconsin:

A part of Daly-Sampson Addition to the City of Centralia,

now Wisconsin Rapids, in the County of Wood, State of Wisconsin, and more particularly described as foolws:

All of Block 26 of Daly and Sampson Addition to tne City of Centralia, now Wisconsin Rapids, Wood County, Wisconsin;

Together with the Railroad Company's undivided one-half (1/2) interest in common with Chicago and North Western Transportation Company in and to the station building and associated facilities located thereon.

Section 2. This Second Supplemental Indenture shall be construed with and as a part of the said First Mortgage, and all of the terms, conditions and convenats contained in said First Mortgage, except as herein modified, shall apply to and be deemed to be for the equal benefit, security and protection of the holders of the said First Mortgage Bonds and all of the Covenants, stipulations, promises and agreements contained in this Second Supplemental Indenture by or on behalf of the Railroad Company shall be binding upon its successors and assigns.

Section 3. This Second Supplemental Indenture may be simultaneously executed in any number of counterparts and all of such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 4. This Second Supplemental Indenture is dated as of March 1, 1977, although executed and delivered on the date of the acknowledgement hereof by the Trustees; and the same shall be effective as of 12:01 A.M., Central Stadard Time, on March 1, 1977.

IN WITNESS WHEREOF, SOO LINE RAILROAD COMPANY, the party of the first part, has caused this Second Supplemental Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and FIRST NATIONAL BANK OF MINNEAPOLIS, one of the parties of the second part, has caused this Second Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereto and attested by one of its Assistant Secretaries; and FRANK B. KRAUSE, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first hereinabove written.

(SEAL)

ATTEST:

Doris L. Valley (SIGNED)
Secretary

SOO LINE RAILROAD COMPANY

By Leonard H. Murray (SIGNED)
President

In the Presence of:

Robert H. Gehy (SIGNED)

Arlene R. Holmes (SIGNED)

FIRST NATIONAL BANK OF MINNEAPOLIS

By C. M. Tilden (SIGNED)
Vice President

ATTEST:

R. L. Van Duyn (SIGNED)
Trust Officer

(SEAL)

FRANK B. KRAUSE

(SIGNED) (L. S.)

In the Presence of:

G. J. Kessler (SIGNED)

P. J. Meyer (SIGNED)

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 17th day of MARCH, 1977, before me, Linda C. Sullivan, a Notary Public in and for the County and State aforesaid, personally appeared Leonard H. Murray and Doris L. Valley, to me personally known and to me known to be the President and Secretary, respectively, of SOO LINE RAILROAD COMPANY, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrume nt is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its Board of Directors. And said Leonard H. Murray and Doris L. Valley acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 17th day of March, 1977.

Linda C. Sullivan (SIGNED)

(SEAL)

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 4th day of APRIL, 1977, before me, Kay F. Robinson, a Notary Public in and for the County and State aforesaid, personally appeared C. M. TILDEN and R. L. VAN DUYN, to me personally known to be a Vice President and a Trust Officer, respectively, of FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are a Vice President and a Trust Officer, respectively, of said corpo ation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its Board of Directors. And said C. M. TILDEN and R. L. VAN DUYN acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 4th day of APRIL, 1977.

(SEAL)

Kay F. Robinson (SIGNED)

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 13th day of APRIL, 1977, before me, Kay F. Robinson, a Notary Public in and for the County and State aforesaid, personally appeared FRANK B. KRAUSE, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who, being by me duly sworn did say that he executed and delivered the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 13th day of APRIL, 1977.

Kay F. Robinson (SIGNED)

(SEAL)

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

Doris L. Valley, being first duly sworn, deposes and says that she is Secretary of SOO LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Minnesota, which executed as mortgagor the Supplemental Indenture to which this affidavit is appended, that the consideration of said Supplemental Indenture was actual and adequate, that the same was given in good faith for the purposes set forth therein, and that FIRST NATIONAL BANK OF MINNEAPOLIS and FRANK B. KRAUSE, the Trustees named in said Supplemental Indenture, have delivered to said Railroad Company, and said Railroad Company has received, a duplicate copy of said Supplemental Indenture as executed.

Doris L. Valley (SIGNED)

Subscribed and sworn to beforeme this 14th day of APRIL, 1977.

Linda G. Sullivan (SIGNED)

STATE OF WISCONSIN } ss.
Department of State
Received this 27th day of May A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 456-461
Secretary of State

SOO LINE RAILROAD COMPANY
Successor by Merger to
WISCONSIN CENTRAL RAILROAD COMPANY

TO

THE NORTHERN TRUST COMPANY
and
CHARLES H. CORY II

TRUSTEES

SECOND SUPPLEMENTAL INDENTURE

(Wisconsin Rapids Relocation)

Dated as of MARCH 1, 1977

Supplementing

INDENTURE OF MORTGAGE AND DEED OF TRUST
DATED AS OF JANUARY 1, 1954, KNOWN AS GENERAL MORTGAGE OF WISCONSIN CENTRAL RAILROAD COMPANY, ASSUMED BY SOO LINE RAILROAD COMPANY AS OF JANUARY 1, 1961

(Covering property located in the City of Wisconsin Rapids, County of Wood, State of Wisconsin)

SECOND SUPPLEMENTAL INDENTURE, dated as of

the 1st day of March , 1977, between SOO LINE RAILROAD COMPANY (Successor by Merger to WISCONSIN CENTRAL RAILROAD COMPANY), A corporation duly organized and existing under the laws of the State of Minnesota (hereinafter referred to as "Railroad Company"), having its principal office in Soo Line Building in the City of Minneapolis, State of Minnesota, party of the first part, and THE NORTHERN TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, having its principal office at 50 South LaSalle Street in the City of Chicago, Illinois, and CHARLES H. CORY II (hereinafter together referred to as the "Trustees"), parties of the Second part,

WITNESSETH:

WHEREAS, the Railroad Company's predecessor by merger, Wisconsin Central Railroad Company, has heretofore executed and delivered a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1954, known and hereinafter referred to as "General Mortgage", (which General Mortgage was assumed by Railroad Company as of January 1, 1961), to the Trustees for the purpose of securing its General Mortgage Bonds; and

WHEREAS, subsequent to the execution and delivery of said General Mortgage, the Railroad Company and Chicago and North Western Transportation Company ("North Western") entered into an agreement dated August 1, 1972, with the Redevelopment Authority of the City of Wisconsin Rapids, Wood County, Wisconsin, providing for the relocation at public expense of railroad trackage and other facilities in said city in connection with an urban renewal project; and

WHEREAS, the Redevelopment Authority and City have provided at their own expense and conveyed to the Railroad Company and North Western relocated railroad trackage and appurtenant facilities together with track revisions in the yards of the Railroad Company and North Western in said City and have also conveyed to the Railroad Company and North Western an undivided on-half interest each in and to an easement for joint railroad operating in the City of Wisconsin Rapids as right-of-way for relocated lines of railroad, and said Authority has in addition made a cash payment of $207,502.00 to the Railroad Company; and

WHEREAS, the Railroad Company under said General Mortgage may sell, exchange for other property, abandon, lease or otherwise dispose of parts of lines of its railroad if part of such line is a branch line or if the Railroad Company has acquired substitute facilities pursuant to terms of said General Mortgage; and

WHEREAS, the said General Mortgage provides that additional property acquired by the Railroad Company constituting Additions and Betterments may be subjected to the lien of said General Mortgage upon the delivery to the Trustees and recording of deeds, supplemental indentures or instruments of further assurance; and

WHEREAS, the Railroad Company desires to subject the aforesaid additional property to the lien of said General Mortgage by means of this Second Supplemental Indenture; and

WHEREAS, all acts, conditions and things necessary to make this Second Supplemental Indenture a valid and enforceable agreement according to its terms for the purpose herein expressed have been done and performed, and the execution and delivery of this Second Supplemental Indenture have in all respects been duly authorized.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE

WITNESSETH,

Section 1. In order to secure the payment of the principal of (and premium, if any) and interest on all of the General Mortgage Bonds at any time issued and outstanding under the said General Mortgage according to their tenor and effect, and the performance and observance of the convenants and conditions contained in the General Mortgage Bonds and in the said General Mortgage, and in consideration of the sum of One Dollar paid in hand by the Trustees to the Railroad Company upon the execution and delivery of this Second Supplemental Indenture, receipt whereof is hereby acknowledged, the Railroad Company has granted, bargained, sold, conveyed, released, confirmed, mortgaged, pledged, assigned, transferred and set over, and by these presents does grant, bargain, sell, convey, release, confirm, mortgage, pledge, assign, transfer and set over, unto the Trustees, and to their successors in the trust, and their assigns forever, subject to the terms of the said General Mortgage, all and singular the Railroad Company's interest in the following described property rights, privileges and franchises of the Railroad Company situated in the City of Wisconsin Rapids, Wood County, State of Wiscnsin, to-wit:

A. An undivided one-half (1/2) interest in common with the Chicago and north Western Transportation Company, its successors and assigns, in and to a derpetual easement for a new joint main line for the operation of trains and interchange switching movements by the Chicago and North Western Transportation Company, its successors and assigns, in, on, over and across the following described real estate, to-wit:

Part of Lot Two (2) of Wood County Certified Survey Map Number 995, being a part of Lot Nineteen (19) of West Side Assessor's Plat Number Four (4) located in the NW 1/4 of the NE 1/4 of Section Eighteen (18); Part of Lot Nine (9) of West Side Assessor's Plat Number Four (4), located in the NW 1/4 of the NE 1/4 of Section Eighteen (18); Part of the St. Paul Depot Grounds Plat to the City of Centralia, now Wisconsin Rapids, located in the SW 1/4 of the SE 1/4 and and in the SE 1/4 of the SE 1/4 of Section Seven (7); all of Outlot Number One (1) of Wood County Certified Survey Map Number 1037, being a part of the St. Paul Depot Grounds Plat to the City of Centralia, now Wisconsin Rapids, located in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section Seven (7); all of Outlot Number One (1) of Wood County Certified Survey Map Number 1035, being a part of Lot 7, of Block 88 of Wood Addition to the City of Centralia, now Wisconsin Rapids, and a part of vacated Sixth Street (6th) north, abuting Lots 6 and 7, Block 88, and abutting Lots 1, 2, 3 and 4 of Block 73 of Wood Addition to the City of Centralia, now Wisconsin Rapids, located in the SE 1/4 of the SE 1/4 of Section Seven (7); all being a part of Township 22 North, Range 6 East, City of Wisconsin Rapids, County of Wood, State of Wisconsin, and more particularly described as:

A strip of land 24 feet in width, which is generally located 32 feet Centerline to Centerlin Southeasterly of the Mainline Track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as it existed on October 20, 1974.

Commencing at the intersection of the Section line between Section 18 and Section 7, and the Southeasterly line of described easement, said point of commencement being located N 89°29'54" W 343.23 feet from the Northeast Corner of the NW 1/4 of the NE 1/4 of Section 18;

Thence N 42°26'23" E 587.53 feet, to a curve linear line to the left; thence along the arc of said curve 680.58 feet, (such curve has a radius of 2869.49 feet and a central angle of 13°35'22" with a chord of 678.99 feet which bears N 35°34'40" E);

Thence N 29°58'25" E 98.92 feet; thence N 35°02'41" E 86.13 feet, to the Southerly right of way line of High Street; thence N 82°24' 50" W 52.45 Feet, along the Southerly line of High Street; thence along the arc of a curve to the right 166.28 feet, (such curve having a radius of 1030.17 feet and a central angle of 9°14'54" with a chord of 166.10 feet which bears S 24°08'17" W); thence along the arc of a curve to the right 674.88 feet, (such curve having a radius of 2845. 49 feet and a central angle of 13°35'22" and a chord of 673.31 feet which bears S 35°34'40" W);
thence S 42°26'23" W 902.04 feet to a curve to the left; thence along the arc of said curve 175.74 feet, (such curve having a radius of 2876. 93 feet and a central angle of 3°30' with a chord of 175.71 feet which bears S 40°41'23" W); thence S 38°56'23" W 526.25 feet, to a curve to the right; thence along the arc of said curve 174.28 feet, (such curve having a radius of 2852.93 feet and a central angle of 3°30' with a chord of 174.25 feet which bears S 40°41'23" W); thence S 42°26'23" W 115.87 feet, to the Soo Line right of way; thence Northeasterly along the arc of the curve of said right of way153.26 feet, (such curve having a radius of 1935.05 feet with a central angle of 4°32'16" with a chord of 153.22 feet which bears N 51°22'02" E); thence along the arc of a curve to the left 140.24 feet, (such curve having a radius of 2876.93 feet and a central angle of 2°47'35" with a chord of 140.23 feet which bears N 40°20'16" E); thence N 38°56'23" E 526. 25 feet, to a curve to the right; thence along the arc of said curve 174.28 feet, (such curve having a radius of 2852.93 feet and a central angle of 3°30' with a chord of 174.24 feet which bears N 40°41'23" E); thence N 42°26'23" E 314.50 feet, to the point of beginning, and containing 1.519 acres;

Subject to the superior titles of the Redevelopment Authority of the City of Wisconsin Rapids and of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, grantors of the Railroad Company, and subject to the conditions that the Railroad Company shall not acquire or assert title to said real estate adverse to the titles of said grantors and that upon abandonment of the use of said real estate for the purposes hereinbefore set forth, title thereto shall remain in grantors, their successors and assigns, free and clear of all rights and claims of the Railroad Company;

Together with the Railroad Company's undivided one-half (1/2) interest in common with the Chicago and North Western Transportation Company in and to the line of Railroad thereon and the appurtenances and franchises appertaining to said line of railroad, including any railroad grades, bridges, culverts, fences, crossings, signals, ties, rails and fastenings, switch devices, and other facilities located on said premises, and together with all telegraph and telephone poles, lines and fastenings used in connection with said line of Railroad, whether or not located on said premises;

AND

B. An undivided one-half (1/2) interest in common with Chicago and North Western Transportation Company, its successors and assigns, in and to the following tract of land in Wood County, State of Wisconsin:

A part of Daly-Sampson Addition to the City of Centralia, Now Wisconsin Rapids, in the County of Wood, State of Wisconsin, and more particularly described as follows:

All of Block 26 of Daly and Sampson Addition to the City of Centralia, now Wisconsin Rapids, Wood County, Wisconsin;

Together with the Railroad Company's undivided one-half (1/2) interest in common with Chicago and North Western Transportation Company in and to the station building and associated facilities located thereon.

Section 2. This Second Supplemental Indenture shall be construed with and as a part of the said General Mortgage, and all of the terms, conditions and covenants contained in said General Mortgage, except as herein modified, shall apply to and be deemed to be for the equal benefit, security and protection of the holders of the equal benefit, security and protection of the holders of the said General Mortgage Bonds and all of the convenants, stipulations, promises and agreements contained in this Second Supplemental Indenture by or on behalf of the Railroad Company shall be binding upon its successors and assigns.

Section 3. This Second Supplemental Indenture may be simultaneously executed in any nember of counterparts and all of such couterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 4. This Second Supplemental Indenture is dated as of March 1 , 1977,

although executed and delivered on the date of the acknowledgement hereof by the Trustees; and the same shall be effective as of 12:01 A.M., Central Standard Time, on March 1 , 1977.

IN WITNESS WHEREOF, SOO LINE RAILROAD COMPANY, the party of the first part, has caused this Second Supplemental Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and THE NORTHERN TRUST COMPANY, one of the parties of the second part, has caused this Second Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereto and attested by one of its Assistant Secretaries; and CHARLES H. CORY II, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first hereinabove written.

SOO LINE RAILROAD COMPANY

(SEAL)

By LEONARD H. MURRAY (signed)
President

ATTEST:

Doris L. Valley (signed)
Secretary

In the Presence of:

ROBERT G. GEHRZ (signed)

(signed)

THE NORTHERN TRUST COMPANY

By N. T. ROSSON (signed)
Vice President

ATTEST:

M. A. MAVES (signed)
Ass't Secretary

(SEAL)

CHARLES H. CORY II

(signed) (L. S.)

In the Presence of:

Margaret M. Glass (signed)

Gerard A. Gardner (signed)

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 17th day of March, 1977, before me, Linda C. Sullivan, a Notary Public in and for the county and State aforesaid, personally appeared LEONARD H. MURRAY and DORIS L. VALLEY, to me personally known and to me known to be the President and Secretary, respectively, of SOO LINE RAILROAD COMPANY, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf

of said corporation by its authority and the authority of its Board of Directors. And said LEONARD H. MURRAY and DORIS L. VALLEY acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 17th day of March, 1977.

LINDA C. SULLIVAN (signed)
(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 3rd day of May, 1977, before me, JOSEPH M. ROBINSON, a Notary Public in and for the County and State aforesaid, personally appeared N. T. ROSSON and M. A. MAVES, to me personally known to be a Second Vice President and Ass't. Secretary, respectively, of THE NORTHERN TRUST COMPANY, a corporation of the State of Illinois, and the persons who executed the foregoing instrument, who, being by me duly sowrn, did say: that they are a Second Vice President and Ass't. Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corp.ration by its authority and the authority of its Board of Directors. And said N. T. ROSSON and M. A. MAVES acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd day of May, 1977.

JOSEPH M. ROBINSON (signed)
(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF C\O O K)

On this 3rd day of May, 1977, before me, JOSEPH M. ROBINSON, a Notary Public in and for the County and State aforesaid, personnally appeared CHARLES H. CORY II, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who, being by me duly sworn did say that he executed and delivered the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd day of May, 1977.

JOSEPH M. ROBINSON (signed)
(SEAL)

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

Doris L. Valley, being first duly sworn, deposes and says that she is Secretary of SOO LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the

State of Minnesota, which executed as mortgagor the Supplemental Indenture to which this affidavit is appended, that the consideration of said Supplemental Indenture was actual and adequate, that the same was given in good faith for the purposes set forth therein, and that THE NORTHERN TRUST COMPANY and CHARLES H. CORY II, the Trustees named in said Supplemental Indenture, have delivered to said Railroad Company, and said Railroad Company has received, a duplicate copy of said Supplemental Indenture as executed.

DORIS L. VALLEY (signed)

Subscribed and sworn to before me this 23 day of May, 1977.

Linda C. Sullivan (signed)

STATE OF WISCONSIN)
Department of State) ss.
Received this 24th day of May A. D. 19 77 at 11 o'clock A M. and recorded in Vol. 56 of ... on page 466-467
Douglas La Follette
Secretary of State

THIS INDENTURE, made this 20th day of May, 1977, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of One and No/100 Dollars ($1.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used upon and across lands owned by said Company at the following described location in St. Croix County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Soo line Railroad Company's 100 foot right of way in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section five (5), Township Thirty (30) North, Range Eighteen (18) West, bounded and described as follows: On the northwesterly and southeasterly sides by two lines running parallel with and respectively 50 feet distant northwesterly and 50 feet distant southeasterly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 5; on the northeasterly and southwesterly sides by two lines running parallel with and respectively 70.00 feet distant northeasterly and 75.00 feet distant southwesterly (measured at right angles) from the following described highway center line: Commencing at the north 1/4 corner of said Section 5; thence S 0°55'50" W (grid) 771.58 feet; thence S 63°16'14" E (grid) 512.00 feet to the point of beginning being the intersection of state Trunk Highway 64 and a line running parallel with and 50 feet distant northwesterly (measured at right angles) from said main track center line; thence continuing S 63°16'14" E (grid) 117.63 feet more or less to a point in a line running parallel with and 50 feet distant southeasterly (measured at right angles) from said main track center line and there terminating.

The term "grid" used above refers to orientation in the Wisconsin Coordinate system.

The Company reserves the right and privilege to use the aboove described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however ling continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns,

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

MARY LOU PSYK (signed)

SOO LINE RAILROAD COMPANY

By F. W. CROUCH (signed)
Its Vice President and General Counsel

ATTEST:

SANDRA L. BIEGANEK (signed)

By CHARLES H. CLAY (signed)
Its Assistant Secretary

(SEAL)

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 20th day of May , 1977, F. W. CROUCH Vice President and General Counsel , and CHARLES H. CLAY Assistant Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

DOUGLAS L. HANSON (signed)

(SEAL)

STATE OF WISCONSIN
Department of State } ss.
Received this 10th day of June A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 467-468
Douglas La Follette
Secretary of State

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto THE STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee, an easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or the beautify the highway, in, on, over and across the following described lands, situated and being in Waukesha County, Wisconsin, to-wit:

All that part of the Northwest one-Quarter (NW¼) and the Southwest One-quarter (SW¼) of Section 5, Township 7 North, Range 18 East and andthe Northeast one-quarter (NE¼) and the Southeast one-quarter (SE¼) of Section 6, Township 7 North, Range 18 East, Village of Nashotah, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the West one-quarter corner of said Section 5; thence southerly on and along said West Line of said Section 5, 2.0 feet more or less to a point in the southerly right-of-way line of the Chicago, Milwukee, St. Paul and Pacific Railroad Company, said point lying 41.25 feet southerly from and at right angles to the main line track (south track) as it exists today, and the point of beginning of the following described easement; thence westerly on and along said said southerly right-of-way line 78.5 feet more or less to a point; thence northerly and parallel to the West Line of said Section 5, 156.5 feet more or less to a point in the northerly right-of-way line of said Railroad; thence easterly on and along said northerly right-of-way line, 45.0 feet more or less to a point in the West right-of-way line of a public highway known as C.T.H. "C"; thence southerly on and along said West right-of-way line, 73.5 feet more or les to a point in the northerly right-of-way line of said railroad; thence easterly on and along said northerly right-of-way line 66.5 feet more or less to a point in the east right-of-way line of said C.T.H. "C"; thence northerly an and along said East right-of-way line, 218.5 feet more or less to a point, said point lying 13.50 feet South of the southerly right-of-way line of a public highway known as C.T.H. "PPP": thence southeasterly, 116.0 feet more or less to a point in the northerly right-of-way line of said Railroad; thence easterly on and along said northerly right-of-way line, 31.0 feet more or less to a point, thence southerly and parallel to the West Line of said Secition 5, 185.0 feet more or less to the southerly right-of-way line of said railroad; thence westerly on and along said southerly right-of-way line, 18.0 feet more or less to a point; thence southwesterly 144.0 feet to a point n the East right-of-way line of said C.T.H. "C"; thence northerly on and along said East right-of-way line, 139.0 feet to a point in the southerly right-of-way line of said Railroad; thence westerly on and along said southerly right-of-way line, 33.0 feet more or less to the point of beginning.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it mayd desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of Januray 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Comapny to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwuakee, St. Pau and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee, and all mortgages supplementary thereto.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Gratee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporate seal and these presents to be signed by its Vice President and by its ASSISTANT Secretary on this MAY 24, 1977

In presence of:

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

T. HARTRETT (signed)
(Witness)

By E. J. Stoll (signed)
Vice President

D. ZRALKA (signed)
(Witness)

(SEAL)

COUNTERSIGNED:

By G. G. GRUDNOWSKI (signed)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this MAY 24, 1977,

E. J. STOLL, VICE PRESIDENT and G. G. GRUDNOWSKI, ASSISTANT Aecretary of the above named corpor tion, to me known to be the persons who executed the foregoing instrument and to me known to be such VICE PRESIDENT AND ASSISTANT Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL)

EDWIN G. TYCKOSON, JR. (signed)

STATE OF WISCONSIN
Department of State } ss.
Received this 14th day of June A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 468-469
Douglas La Follette
Secretary of State

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co., Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guarenty Trust Company of New York:

NOW, THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee, in consideration of One Dollar ($1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said Mortgage and the several supplements thereto having been recorded, respectively, in the County of Green

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January 1, 1954	"	45 16
August 1, 1954	"	45 288
September 15, 1954	"	45 300
August 10, 1972	"	262 81
October 15, 1974		Book 280 Docket 248783 Page 508

release from the lien and operation of said deed of trust or mortgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL GULF RAIL_ ROAD COMPANY such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as is situated in the County of Green , State of Wisconsin , and more particularly described as follows:

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co., Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to morgan Guaranty Trust Company of New York:

NOW, THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee, in consideration of One Dollar ($1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said mortgage and the several supplements thereto having been recorded, respectively, in the County of Dane

DATE	RECORDING OFFICE	BOOK AND PAGE
November 1, 1949	Secretary of State	Vol. 41 235
June 1, 1952	Secretary of State	Vol. 44 153
August 1,1952	Secretary of State	Vol. 44 221
January 1, 1954	Secretary of State	Vol. 45 16
August 1, 1954	Secretary of State	Vol. 45 288
September 15, 1954	Secretary of State	Vol. 45 300
August 10, 1972	Register of Deeds	Vol. 411 145
October 15, 1974	Register of Deeds	539 199

release from the lien and operation of said deed of trust or mortgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL GULF RAILROAD COMPANY such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as is situated in the County of Dane , State of Wisconsin , and more particularly described as follows:

A parcel of land located in the North Half of Section 3, Township 4 North, Range 8 East of the Fourth Principal Meridian, Green County, and the South Half of Section 34, Township 5 North, Range 8 East of the Fourth Principal Meridian at Belleville, Dane County, Wisconsin described as follows:

Beginning at the Northwesterly corner of a parcel of land conveyed by the Illinois Central Railroad Company, predecessor of the Illinois Central Gulf Railroad Company to O. W. Viney by deed dated April 9, 1957, said point being on the Southerly line of School Street, 45 Feet Westerly from the Westerly line of Vine Street;

Thence Southerly, along the Westerly line of said Viney property, parallel to said Westerly line of Vine Street, 145 feet, more or less, to the Southerly most corner of said Viney property, said point being in a line that lies parallel to and 100 feet Southeasterly from the centerline of Grantor's main track;

Thence Southwesterly, along the last said parallel line, 620 feet, more or less, to the Southeasterly corner of a parcel of land acquired by the Chicago, Madison and Northern Railroad Company, an early predecessor of Grantor, from G. Gillett by deed dated January 30, 1888 and recorded in Deed Book 65 at page 34, Green County, Wisconsin;

Thence Westerly, along the Southerly line of said former Gillett property, being parallel to the joint Green County-Dane County line, 55 feet, more or less, to a point in a line that lies parallel to and 50 feet southersterly from said centerline of main track;

Thence Northwesterly, perendicular to said centerline of main track, 25 feet , to a point in a line that lies parallel to and 25feet Southeasterly from said centerline of main track;

Thence Northeasterly, along the last said parallel line, 770 feet, more or less, to said Southerly line of School Street;

Thence Easterly, along the last said Southerly line, to the point of beginning.

Without, however, releasing from the lien and operation of said deed of trust or mortgage, or any supplement thereto, any other property now or hereafter subject thereto.

IN TESTIMONY WHEREOF, said Morgan Guaranty Trust Company of New York, as Trustee aforesaid, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of this 7th day of JUNE , 1977.

ATTEST:
(SEAL)

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee aforesaid

Faith A. Gausman (signed)
Assistant Secretary

BY P.J. Crooks (signed)
TRUST OFFICER

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, _____, a Notary Public in and for the said County and State, hereby certify that P. J. CROOKS, Trust Officer of the aforesaid Morgan Guaranty Trust Company of New York, who is personnally known to me and known to be such Trust Officer of said corporation and the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person in said State and County, and being by me duly sworn did say that he was on the date of the execution of the said Instrument Trust Officer of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by ~~by~~ authority of its Board of Directors, and he acknowledged that her, being informed of the contents of the said instrument as such Trust Officer, signed, sealed and delivered the said instrument by signeng the name of the corpora corporation by himself as Trust Officer as his own free and voluntary act as said Trust Officer and as the free and voluntary act and deed of the said corpration for the uses and perposes therein set forth, I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by FAITH A. GAUSMAN as Assistant Secretary of said corpoation

Given under my hand and seal of office in New York, New York County, State of New York, this 7th day of JUNE , 19 77.

Elizabeth A. Buckley (signed)
NOTARY PUBLIC (SEAL)

STATE OF WISCONSIN } ss.
Department of State
Received this 27th day of June A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of RPM on page 470-471
Secretary of State

STATE OF WISCONSIN
Department of State } ss.
Received this 28th day of June A. D. 19 77 at 8 o'clock A. M. and recorded in Vol. 50 of R R M on page 472
Secretary of State

STATE OF WISCONSIN
Department of State } ss.
Received this ..... day of ..... A. D. 19 ..... at ..... o'clock ..... M. and recorded in Vol. ..... of ..... on page .....
Secretary of State

SOO LINE RAILROAD COMPANY

UCC-3 FINANCING STATEMENT

In Milltown, Polk County, Wisconsin, described as follows:

Soo Line Railroad Company right of way and Station Grounds in the Southeast Quarter of the Southwest Quarter and also in the Southwest Quarter of the Southeast Quarter, Section 8, Township 35 North, Range 17 West, covering approximately 36,900 square feet, more or less.

FILING NO. #31

Authorization No. P-9470

EASEMENT DEED NO. 80351

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), grants a permanent easement for street or highway purposes, and for no other use or prrpose whatsoever, to the CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN, GRANTEE, over, upon and across the following described real estate situated in the City of Fort Atkinson, County of Jefferson, and the State of Wisonsin, to wit:

A parcel of land in Section 34, town 6 North, Range 14 East thereof. Said parcel includes all that land of the Grantor contained within the following described traverse.

Commencing at the northwest corner of Lot 1 of Certified Survey Map Number 707174 (an iron pin); thence N 82°-25'-40" W, 147.73 feet to a point of curve, radius 3786.72 feet (from said point the long chord bears N 84°-05'-42" W, 220.32 feet); thence westerly along the arc of said curve to the left 220.35 feet to the point of beginning of said traverse; thence N 18°-22'-20" E, 73.73 feet; thence N88°-48'-33" W, 104.67 feet; thence S 18°-22'-20" W, 69.44 feet to a point on a curve of radius 3786.72 feet (from said point the long chord bears S 86°-32'-42" E, 103.49 feet); thence easterly along the arc of said curve to the right, 103.49 feet to the point of beginning of said traverse;

Said parcel contains 7,133 square feet, more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserging, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the imits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for street of highway purposes.

STATE OF WISCONSIN
Department of State } ss.
Received this 1st day of July A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R R M on page 472-473
Secretary of State

Dated this 9th day of May, 1977.

Signed, Sealed and Delivered in Presence of:

(SIGNED)
M. F. Chatterton

(SIGNED)
Dorthelia Bryant

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey (SIGNED)
Assistant Vice President

(SEAL)

Attest Bernard J. Allen (SIGNED)
Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualifiked in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Bernard J. Allen, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, ASSISTANT Vice President and ASSISTANT Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Dikrectors, as the free and voluntary act and deed of said corpo ation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corpoation; and that said corpration executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary public, at Chicago, Illinois, thiks 9th of May, 1977.

(SIGNED)
Notary Public, in and for the County of Cook in the State of Illinois
Richard S. Kennerley

My Commission Expires: November 8, 1980.

(SEAL)

PARTIAL RELEASE OF MORTGAGED PROPERTY

KNOW ALL MEN BY THESE PRESENTS, That HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under the laws of the State of Illinois, as Trustee under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1944, known and denominated as the General Mortgage of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company (hereinafter referred to as the "Mortgage"), recoreded in the Office of the Secretary of State for the State of Wisconsin on September 18, 1944 at 9:00 A.M. in Book 38 of Railroad Mortgages at page 117, which General Mortgage was assumed by Soo Line Railroad Company as of January 1, 1961, by instrument recorded in the Office of the Secretary of State of the State of Wisconsinon January 12, 1961 at 10:00 A.M. in Book 47 of Railroad Mortgages at page 9, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby release, convey and quitclaim unto the said Soo Line Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired under, through or by virtue of the said Mortgage in and to the property situated in the City of Appleton, County of Outagamie, State of Wisconsin more particularly described in Exhibit A attached hereto and authenticated by the undersigned Trustee and made a part hereof as though fully set forth herein.

This release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused these presents to be executed by its proper officers

thereunto duly authorized, and its corporate seal to be hereunto affixed this 11th day of MARCH, 1977.

HARRIS TRUST AND SAVINGS BANK
Trustee, as aforesaid,

Signed, Sealed and Delivered
in the Presence of:

D. Potter (singed)

L. D. Lewis (signed)

By R.S. STAM (signed)
President

ATTEST:

J.E. Krueger (signed)
Its Assistant Secretary

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 29th day of MARCH, 1977, personally appeared before me the above named R.S. STAM and J. E. KRUEGER to me personally known, who each being duly sworn did say that they are the VICE President and ASSISTANT Secretary, respectively, of HARRIS TRUST AND SAVINGS BANK, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said R. S. STAM and J.E. KRUEGER acknowledged said instrument to be the free act and deed of the said corporation.

Lavette C. Seay (SIGNED)
Notary Public, Cook County, Illinois,
My Commission Expires Nov. 29, 1980

(NOTARIAL SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

IN THE CITY OF APPLETON

COUNTY OF OUTAGAMIE, STATE OF WISCONSIN

A parcel of land comprising all that part of Block Eighty-two (82), Fifth Ward Plat, City of Appleton, Outagamie County, Wisconsin, according to the recorded assessor's map of said city described as follows: Beginning at a point in the southerly line of West Washington Staeet 350 feet easterly (measured along said street line) from the easterly line of North Mason Street as said streets are now laid out and established; thence westerly along said southerly line of West Washington street a distance of 60 feet; thence southerly at right angles a distance of 114 feet; thence easterly at right angles a distance of 60 feet; thence northerly at right angles a distance of 114 feet to the point of beginning;

Also, a parcel of land comprising all that part of said Block 82, Fifth Ward Plat, City of Appleton, bounded and described as follows: Beginning at a point in the southerly line of West Washington Street 699.3 feet easterly (measured along said street line) from the easterly line of North Mason Street as said streets are now laid out and established; thence easterly along said southerly line of West Washington Street a distance of 141.41 feet; thence southerly at right angles a distance of 114 feet; thence westerly at right angles a distance of 141.41 feet; thence northerly at right angles a distance of 114 feet to the point of beginning.

Exhibit A to Partial Release dated the 11 day of MARCH, 1977.

AUTHENTICATED:

HARRIS TRUST AND SAVINGS BANK
(Trustee)

By R. S. Stam (SIGNED)
Its VICE PRESIDENT

STATE OF WISCONSIN } ss.
Department of State
Received this 11th day of July A. D. 19 77 at 10 o'clock A.M. and recorded in Vol. 50 of BRM on page 473-474
Secretary of State

PARTIAL RELEASE OF MORTGAGED PROPERTY

KNOW ALL MEN BY THESE PRESENTS, That THE NORTHERN TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, as Trustee under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1944, known and denominated as the First Mortgage of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company (herein after referred to as the "Mortgage"), recorded in the Office of the Secretary of State for the State of Wisconsin, on September 18, 1944 at 10:30 A.M. in Book 15 of Railroad Mortgages at page 16, which First Mortgage was assumed by Soo Line Railroad Company as of January 1, 1961, by instrument recorded in the Office of the Secretary of State for the State of Wisconsin, on January 12, 1961 at 10:00 AM.M. in Book 47 of Railroad Mortgages at page 62, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quitclaim unto the said Soo Line Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired under, through or by virtue of the said Mortgage in and to the property situated in the City of Appleton, County of Outagamie, State of Wisconsin, more particularly described on Exhibit A attached hereto and authenticated by the undersigned Trustee and made a part hereof as though fully set forth herein.

This release shall in no manner affect the lien of the said Mortgage upon any other property, real , personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said The Northern Trust Company as Trustee, as aforesaid, has caused these presents to be executed by its proper officers thereunto duly afuthorized, and its corporate seal to be hereunto affixed this 25th day of MARCH, 1977.

THE NORTHERN TRUST COMPANY,
Trustee, as aforesaid,

Signed, Sealed and Delivered
in the Presence of:

Margaret M. Heass (singed)

James I. Mimarch (signed)

By M. A. MAVES (signed)
Its Second Vice President

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 25th day of MARCH, 1977, personally appeared before me the above named N. T. ROSSON and M. A. MAVES, to me personally known, who each being duly sworn did say that they are the Sec. Vice President and Assistant Secretary, respectively, of THE NORTHERN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said N. T. ROSSON and M. A. MAVES acknowledged said instrument to be the free act and deed of the said corporation.

Joseph M. Robinson (signed)
Notary Public, Cook County, Illinois
My Commission Expires Sept. 14, 1977

(NOTARIAL SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY
IN THE CITY OF APPLETON
COUNTY OF OUTAGAMIE, STATE OF WISCONSIN

A parcel of land comprising all that part of Block Eighty-two (82), Fifth Ward Plat, City of Appleton, Outagamie County, Wisconsin, according to the recorded assessor's map of said city described as follows: Beginning at a point in the southerly line of West Washington Street 350 feet easterly (measured along said street line) from the easterly line of North Mason Street as said streets are now laid out and established; thence westerly along said southerly line of West Washington street a distance of 60 feet; thence southerly at right angles a distance of 114 feet; thence easterly at right angles a distance of 60 feet; thence northerly at right angles a distance of 114 feet to the point of beginning;

Also, a parcel of land comprising all that part of said Block 82, Fifth Ward Plat, City of Appleton, bounded and described as follows

Beginning at a point in the southerly line of West Washington Street 699.3 feet easterly (measured along said street line) from the easterly line of North Mason Street as said streets are now laid out and established; thence easterly along said southerly line of West Washington Street a distance of 141.41 feet; thence southerly at right angles a distance of 114 feet; thence westerly at right angles a distance of 141.41 feet; thence northerly at right angle a distance of 114 feet to the point of beginning.

Exhibit A to Partial Release dated the 25th day of MARCH, 1977.

AUTHENTICATED:

THE NORTHERN TRUST COMPANY
(Trustee)

Gerard A. Gardnar (signed)
Its TRUST OFFICER

STATE OF WISCONSIN
Department of State } ss.
Received this 11th day of July A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 475-476
Secretary of State

Authorization No. Resolution
Dated February 25, 1974
P-9231

D E E D N O. 79992

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the Consideration of ONE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT AND 52/100 ----------DOLLARS ($ 187,003.52), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES of Madison, Wisconsin

GRANTEE, all interest in the following described real estate situated in the Counties of Eau Claire, Jackson, Trempealeau and Buffalo, and the State of Wisconsin, to wit:

In Township 25 North, Range 5 West of the Fourth Principal Meridian, Eau Claire County, Wisconsin

A strip of land 100 feet in width extending over and across the West Half of the Southwest Quarter of Section 34, Township 25 North, Range 5 West of the Fourth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track (running from Fairchild to Mondovi) center line was originally located and established over and across said Section 34.

Also: A strip of land 100 feet in width extending over and across part of the East Half of the Southwest Quarter of said Section 34, said strip of land being 50 feet in width on each side of said original main track center line, and lying Southwesterly of a line parallel with and distant 150 feet Southwesterly, measured at right angles, from the center line of proposed relocation of U. S. Highway No. 12.

ALSO: A strip of land 100 feet in width extending over and across part of the Northeast Quarter of the Southwest Quarter of said Section 34, said strip of land being 50 feet in width on each side of said original main track center line, and lying Northeasterly of a line parallel with and distant 76.35 feet Northeasterly, measured at right angles, from the center line of said proposed highway.

ALSO: That part of the Northwest Quarter of the Southeast Quarter of said Section 34, bounded and described as follows: Beginning at a point on the West line of the Southeast Quarter of said Section 34, distant 50 feet southeasterly, measured radially, from said original main track center line a distance of 400 feet; thence Northwesterly radial to the last described course a distance of 40 feet , more or less, to a point distant 10 feet Southeasterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track is now located; thence Southwesterly parallel with said last described main track center line a distance of 376 feet, more or less, to a point on the West line of said Southeast Quarter; thence Southerly along said West line to the point of beginning.

In Township 24 North, Range 5 West of the Fourth Principal Meridian, Jackson County, Wisconsin

A strip of land 100 feet in width extending over and across the Northwest Quarter of the Northwest Quarter of Section 3; the North Half of the North Half of Section 4; then North Half of the North Half of Section 5; the East Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the South Half of the Southwest Quarter, and the West Half of the Southeast Quarter, of Section 6, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said sections 3, 4,5, and 6.

ALSO: That part of the Southwest Quarter of the Northeast Quarter of said Section 6 lying Southeasterly of and adjoining said above described 100 foot-wide strip of land, and lying Westerly of the West line of the public road running along the East line of the Southwest Quarter of the Northeast Quarter of said Section 6.

In Township 24 North, Range 6 West of the Fourth Principal Meridian, Jackson County, Wisconsin

That part of the South Half of the Southwest Quarter of Section 1 lying Southeasterly of a line parallel with and distant 50 feet northwesterly, measured at right angles, from the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now theChicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 1.

ALSO: Astrip of land 100 feet in width extending over and across the South Half of the Southwest Quarter of Section 2; the South Half of the South Half of Section 3; the Southwest Quarter, and the South Half of the Southeast Quarter, of Section 4; the North Half of the South Half of Section 5; the North Half of the South Half of Section 6; the North Half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, of Section 11; the Northwest Quarter of the Northeast Quarter, and the North Half of the Nortwest Quarter, of Section 12, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Sections 2,3, 4, 5, 6, 11, and 12.

ALSO: That part of the Northwest Quarter of the Northeast Quarter of said Section 12 lying Northerly of and adjoining said above described 100 foot wide strip of land, and lying Easterly of the East Line of the public road running along the West Line of the Northwest Quarter of theNortheast Quarter of said Section 12.

In Township 24 North, Range 7 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

A strip of land 100 feet in width extending over and across the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northeast Quarter of the Southeast Quarter, of Section 1; the South Half of the North Half of Section 2; the Southeast Quarter of the Northeast Quarter, the Southwest Quarter, and the Norteast Quarter of the Southeast Quarter, of Section 3; the South Half of the Southwest Quarter, and the Southeast Quarter of Section 7; the South Half of the Northeast Quarter, the North Half of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 8; and the South Half of the Northwest Quarter of Section 9, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 1, 2, 3, 7, 8, and 9.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northwest Quarter of the Southeast Quarter of said Section 3 lying Northeasterly of a line parallel with and distant 200 feet Northeasterly, measured at right angles, from the center line of proposed relocation of Interstate Highway I-94, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northwest Quarter of the Southeast Quarter of said Section 3 lying Southwesterly of a line parallel with and distant 140 feet Southwesterly, measured at right angles, from the center line of said proposed highway.

ALSO: A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, and that part of the Southeast Quarter of the Northeast Quarter lying Southerly of the South Line of 10th Street (U.S. Highways 10 and 53) of said Section 9, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 33 feet in width extending over and across that part of the Northeast Quarter of the Northeast Quarter of said Section 9 lying Northerly of the North line of said 10th Street, and across the Northwest Quarter of the Northwest Quarter of Section 10, said strip of land being 16.5 feet in width on each side of the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal.

In Township 24 North, Range 8 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southeast Quarter of Section 12; the North Half of the Northeast Quarter, and the Northwest Quarter, of Section 13; the Southe Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter, of Section 14; the Southeast Quarter of the Northeast Quarter, the North Half of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 15; the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 16; the South Half of the Southeast Quarter, of Section 17; and the Northwest Quarter of the Northwest Quarter of Section 19, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sualt Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now theChicago and North Western Transportation Company), as said main track center line was origninally located and established over and across said sections 12, 13, 14, 15, 16, 17, and 19.

ALSO: A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southwest Quarter of Section 17; the Northeast Quarter of the Northwest Quarter of Section 19; and the Northwest Quarter of the Northwest Quarter of Section 20, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northeast Quarter of the Northeast Quarter of said Section 19 lying Easterly of the East Line of second Avenue, said strip of land being 50 feet in width on ead side of said original main track center line.

ALSO: That part of the Northeast Quarter of the Northeast Quarter of said Section 19, bounded as follows: On the Easterly side by the West line of Second Avenue; on theSoutherly side by a line parallel with and distant 8.5 feet Southerly, measured at right angles, from the cente line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway Company) Spur Track ICC No. 10 (now removed), as said spur track was located prior to its removal; on the Wester y side by the East line of Third Avenue; and on the Northerly side by the Southerly line of a tract of land described by that certain Easement for "street and alleyway purposes" dated July 24, 1963, between the Chicago and North Western Railway Company and the Village of Strum.

ALSO: That part of the Northeast Quarter of the Northeast Quarter of said Section 19, bounded as follows: On the Easterly side by the West line of Third Avenue; on theSoutherly side by a line parallel with and distant 25 feet Southeasterly, measured at right angles, from said original main track center line; on the Westerly side by the East line of Fifth Avenue; and on theNorterly side by the Southerly line of said tract of land described by Easement deed dated July 24, 1963.

ALSO: That part of the Nort west Quarter of the Northeast Quarter of said Section 19, bounded and described as follows: Beginning at a point on the West line of Fifth Avenue North (formerly Church Street), distant 8.5 feet Northwesterly, measured at right angles, from the center line of Chicago and North West ern Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway Company) Spur Track ICC No. 12 (now removed), as said spur track was located prior to its removal; thence Southwesterly parallel with said (former) spur track center line a distance of 160 feet, more or less, to a point on a line drawn at right angles to the Southeasterly line of Birch Street at a point thereon distant 179 feet Southwesterly from its intersection with the West line of said Fifth Avenue North; thence Northwesterly along said last described right angle line to a point dstant 9 feet Northwesterly, measured at right angles, from said (former) spur track center line; thence Southwesterly parallel with said (former) spur track center line a distance of 105 feet, more or less, to a point on a line drawn at right angles to the center line of the main track (now removed) of said Transportation Company, as said main track was located prior to its removal, at a point on said center line distant 250 feet Southwesterly from its intersection with the West line of said Fifth Avenue North, and said point (on said right angle line) being distant 56.05 feet Northwesterly (measured at right angles) from said (former) main track center line; thence Southwesterly along a curve concave to the Southeast and having a radius of 17,197 feet (the long chord of which curve has a length of 72.60 feet) to a point distant 50 feet Northwesterly, measured at right angles, from said (former) main track center line; thence Southwesterly parallel with said (former) main track center line a distance of 950 feet, more or less, to a point on the West line of the Northeast Quarter of said Section 19;

thence Southerly along said West line to a point distant 35 feet Southeasterly, measured at right angles, from said (former) main track center line; thence Northeasterly parallel with said (former) main track center line a distance of 950 feet, more or less, to a point on a line drawn at right angles to said (former) main track center line and passing through a point on a line drawn parallel therto and distant 30 fet Southeasterly thereforom, distant 340 feet Southwesterly from its intersection with the West line of Fifth Avenue; thence Northwesterly along said last described right angle line a distance of 5 feet; thence Northeasterly parallel with said (former) main track center line a distance of 340 feet to a point on the West line of said Fifth Aveue; thence Northerly along said West line of Fifth Avenue to the point of beginning.

ALSO: That part of the Northeast Quarter of the Northwest Quarter of said Section 20 lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from said original main track center line.

In Township 24 North, Range 9 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

A strip of land 100 feet in width extending over and across the North Half of the North Half of Section 7; the South Half of the Northeast Quarter, and the Northwest Quarter, of Section 8; the South Half of the Northwest Quarter, of Section 9; the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter, of Section 10; the Southwest Quarter, and the South Half of the Southeast Quarter, of Section 13; the Southwest Quarter of the Northeast Quarter, the Northwest Quarter, and the NorthHalf of the Southeast Quarter, of Section 14; the North Half of the Northeast Quarter of Section 15; and the Northeast Quarter of the Northeast Quarter of Section 24, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 7, 8, 9, 10, 13,14, 15, and 24.

ALSO: That part of the Northeast Quarter of the Southwest Quarter of said Section 9 lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northeast Quarter of the Southeast Quarter of said Section 9 lying Southeasterly of the Southeasterly line of proposed relocation of Wisconsin State Trunk Highway No. 93, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: That part of the North Half of the Southeast Quarter of said Section 9, bounded and described as follows: Beginning at a point on the West line of the Southeast Quarter of said Section 9, distant 200 feet Southwesterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 1,850 feet, more or less, to a point distant 120 feet Northwesterly, measured at right angles, from the center line of said proposed highway; thence Northeasterly parallel with the center line of said proposed highway to a point distant 50 feet Northeasterly, measured radially, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal; thence Northwesterly parallel with said last described main track center line to a point distant 9 feet Northeasterly, measured radially, from the center line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway Company) spur Track ICC No. 14 (now removed), as said spur track was located prior to its removal; thence Northwesterly and Westerly parallel with said (former) spur track center line to a point distant 50 feet Northeasterly, measured at right angles, from said last described main track center line; thence Northwesterly parallel with said last described main track center line to a point on the West line of said Southeast Quarter; thence Southerly along said West line to the point of beginning.

In Township 24 North, Range 10 West of the Fourth Principal Meridian, Buffalo County, Wisconsin

A strip of land 100 feet in width extending over and across the South Half of the South Half of Section 7; the South Half of the Southwest Quarter, of Section 8; and the North Half of the Northeast Quarter, of Section 12, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 7, 8, and 12.

ALSO: That part of the Southwest Quarter of the Southwest Quarter of said Section 7, bouded and described as follow: Beginning at a point on the West line of said Section 7, distant 50 feet Northerly, measured radially, from said original main track center line; thence Easterly parallel with said original main track center line a distance of 535 feet; thence Northerly at right angles to the last described course a distance of 25 feet; thence

Westerly parallel with said original main track center line to a point of the West line of said Section 7; thence Southerly along said West line of Section 7 to the point of beginning.

ALSO: A strip of land 100 feet in width extending over and across that part of the Southwest Quarter of the Southeast Quarter of said Section 8 lying Southwesterly of a line drawn radially to the reference line of proposed U.S. Highway 10 at Highway Stationing 95+50, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extennding over and across that part of the Northeast Quarter of the Northwest Quarter of said Section 12 lying Easterly of the East line of Buffalo County Trunk Highway "WW", said strip of land being 50 feet in width on each side of said original main track center line.

In Township 24 North, Range 11 West of the Fourth Principal Meridian, Buffalo County, Wisconsin

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southeast Quarter of Section 12, land the Northeast Quarter of the Northeast Quarter of Section 13, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 12 and 13.

ALSO: A strip of land 300 feet in width extending over and across part of the Northwest Quarter of the Northeast Quarter of said Section 13, said strip of land being 150 feet in width on each side of said original main track center line, and lying Easterly of a line parallel with the West line of the Northeast Quarter of said Section 13 and distant 200 feet Northeasterly therefrom, as measured along said original main track center line.

Together with and including all of Grantor's right, title and interest in and to any and all bridges located thereon in the Counties of Eau Claire, Jackson, Trempealeau and Buffalo.

Subject, however, unto the rights of the public in and to those areas being used and occupied for street, roadway, cattle passage, crossing or overpass purposes.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use, any and all existing unloading pits, hopper pits, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other facilities, utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

DATED this 7th day of October, 19 76.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

M. F. Chatterton (signed)

Marjorie G. Kayes (signed)

By Robert W. Mickey (signed)
Assistant Vice President

ATTEST (SEAL)

Diane Kohler-Rausch (signed)
Assistant Secretary

I, MARILYN J. KLEIN, a Notary Public duly commissioned and Qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that ROBERT W. MICKEY and DIANE KOHLER-RAUSCH, to me personally known and known to me to be, respectively, ASSISTANT Vice President and ASSISTANT Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are respectively, ASST. Vice President and ASST. Secretary of said corporation; t that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

STATE OF WISCONSIN ss.
Department of State
Received this 14th day of July A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of BRM on page 476-480
Secretary of State

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illnois, this 7th of October, 19 76.

Marilyn J. Klein (signed)
Notary Public, in and for the County of Cook, in the State of Illinois.

(SEAL)

My Commission Expires: June 17, 1978

Resolution Dated
February 25, 1974
P-9231

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of the Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage pr deed pf trist dated ,au ;. ;020. betweem Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), which said mortgage or deed of trust is duly recorded in the Office of the Secretary of State of theState of Wisonsin on May 13, 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369 to 424, inclusive, as supplemented and amended.

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideraiokn, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES----------

all rights, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the Counties of Eau Claire, Jackson, Trempealeau and Buffalo, and the State of Wisconsin----------

and described as follows, to wit:

In Township 25 North, Range 5 West of the Fourth Principal Meridian, Eau Claire County, Wisconsin

A strip of land 100 feet in width extending over and across the West Half of the Southwest Quarter of Section 34, Township 25 North, Range 5 West of the Fourth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of themain track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now theChicago and North Western Transportation Company), as said main track (running from Fairchild to Mondovi) center line was originally located and established over and across said Section 34.

ALSO: A strip of land 100 feet in width extending over and across part of the East Half of the Southwest Quarter of said Section 34, said strip of land being 50 feet in width on each side of said original main track center line, and lying Southwesterly of a line parallel with and distant 150 feet Sothwesterly, measured at right angles, from the center line of proposed relocation of U. S. Highway No. 12.

ALSO: A strip of land 100 feet in width extending over and across part of the **Northeast Quarter of the Southwest Quarter of said Section 34, said strip of land being 50 feet in width on each side of said original main track center line, and lying Northeasterly of a line parallel with and distant 76.35 feet Northeasterly, measured at right angles, from the center line of said proposed highway.**

ALSO: That part of the Northwest Quarter of the Southeast Quarter of said Section 34, bounded and described as follows: Beginning at a point on the West line of the Southeast Quarter of said Section 34, distant 50 feet Southeasterly, measured radially, from said original main track center line; thence Northeasterly parallel with said original main track cetner line a distance of 400 feet; thence Northeasterly radial to the last described course a distance of 40 feet, more or less, to a point distant 10 feet Southeasterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track is now located; thence Southwesterly parallel with said last described main track center line a distance of 375 feet, more or less, to a point on the West line of said Southeast Quarter; thence Southerly along said West line to the point of beginning.

In Township 24 North, Range 5 West of the Fourth Principal Meridian, Jackson County, Wisconsin

A strip of land 100 feet in width extending over and across the Northwest Quarter of the Northwest Quarter of Section 3; the North Half of the North Half of Section 4; the North Half of the North Half of Section 5; the East Half of th e Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the South Half of the Southwest Quarter, and the West Half of the Southeast Quarter, of Section 6, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Fairchild and Mississippi RiverRailway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, Now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 3, 4, 5, and 6.

ALSO: That part of the Southwest Quarter of the Northeast Quarter of said Section 6 lying Southeasterly of and adjoining said above described 100 foot-wide strip of land, and lying Westerly of the West line of the public road running along the East line of the Southwest Quarter of the Northeast Quarte of said Section 6.

In Township 24 North, Range 6 West of the Fourth Principal Meridian, Jackson County, Wisconsin

That part of the South Half of the Southeast Quarter of Section 1 lying Southeasterly of a line parallel with and distant 50 feet Northwesterly, measured at right angles, from the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said section1.

ALSO: A strip of land 100 feet in width extending over and across the South Half of the Southwest Quarter of Section 2; the South Half of the South Half of Section 3; the Southwest Quarter, and the South Half of the Southeast Quarter, of Section 4; the North Half of the South Half of Section 5; the North Half of the South Half of Section 6; the North Half of the Northeast Quarter, and the North east Quarter of the Northwest Quarter, of Section 11; the Northwest Quarter of the Northeast Quarter, and the North Half of the Northwest Quarter, of Section 12, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Sections 2, 3, 4, 5, 6, 11, and 12.

ALSO: That part of the Northwest Quarter of the Northeast Quarter of said Section 12 lying Northerly of and adjoining said above described 100 foot wide strip of land, and lying Easterly of the East line of the public road running along the West line of the Northwest Quarter of the Northeast Quarter of said Section 12.

In Township 24 North, Renge 7 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

A srtip of land 100 feet in width extending over and across the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northeast Quarter of the Southeast Quarter, of Section 1: the Southe Half of the North Half of Section 2; the Southeast Quarter of the Northeast Quarter, the Southwest Quarter, and the Northeast Quarter of the Southeast Quarter, of Section 3; the South Half of the Southwest Quarter, and the Southeast Quarter of Section 7; the South Half of the Northeast Quarter, the North Half of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 8; and theSouth Half of the Northwest Quarter of Section 9, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 1,2, 3, 7, 8, and 9.

ALSO: Astrip of land 100 feet in width extending over and across that part of the Northwest Quarter of the Southeast Quarter of said Section 3 lying Northeasterly of a line parallel with and distant 200 feet Northeasterly, measured at right angles, from the center line of proposed relocation of Interstate Highway I-94, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northwest Quarter of the Southeast Quarter of said Section 3 lying Southwesterly of a line parallel with and distant 140 feet Southwesterly, measured at right angles, from the center line of said proposed highway.

ALSO: A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, and that part of the Southeast Quarter of the Northeast Quarter lying Southerly of the South line of 10th Street (U. S. Highways 10 and 53) of said Section 9, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 33 feet in width extending over and across that part of the Northeast Quarter of the Northeast Quarter of said Section 9 lying Northerly of the North Line of said 10th Street, and across the Northwest Quarter of the Northwest Quarter of Section 10, said strip of land being 16.5 feet in width on each side of the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal.

In Township 24 North, Range 8 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southeast Quarter of Section 12: the North Half of the Northeast Quarter, and the Northwest Quarter, of Section 13; the South Half of the Northeast Quarter, the South Half of the Northwest Quarter , and the Northwest Quarter of the Southwest Quarter, of Section 14; the Southeast Quarter of the Northeast Quarter, the North Half of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 15; the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 16; the South Half of the Southeast Quarter of Section 17; and the Northwest Quarter of the Northwest Quarter of Section 19, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company) as said main track center line was originally located and established over and across said sections 12, 13, 14, 15, 16,17, and 19.

ALSO: A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 17, the Northeast Quarter of the Northwest Quarter of Section 19, and the Northwest Quarter of the Northwest Quarter of Section 20, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 100 feet in with extending over and across that part of the Northeast Quarter of the Northeast Quarter of said strip of land being 50 feet in weidth on each side of said original main track center line.

ALSO: That part of the Northeast Quarter of the Northeast Quarter of said Section 19, bounded as follows: On the Easterly side by the West line of Second Avenue; on the Southerly side by a line parrallel with and distant 8.5 feet Southerly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway CompanyO Spur Track ICC No. 10 (now removed), as said spur track was located prior to its removal: on the Westerly side by the East line of Third Avenue: and on the Northerly side by the Southerly line of a tract of land described by that certain Easement for "street and alleyway purposes" dated July 24, 1963, between the Chicago and North Western Railway Company and the Village of Strum.

ALSO: That part of the Northeast Quarter of the Northeast Quarter of said Section 19, bounded as follows: On the Easterly side by the West line of Third Avenue; on the Southerly side by a line parallel with and distant 25 feet Southeasterly, measured at right angles from said original main track center line; on the Westerly side by the East line of Fifth Avenue; and on the Northerly side by the Southerly line of said tract of land described by Easement deed dated July 24, 1963.

ALSO: That part of the Northwest Quarter of the Northeast Quarter of said Section 19, bounded and described as follows: Beginning at a point on the West Line of Fifth Avenue North (formerly Church Streeet) distant 8.5 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway Company) Spur Track ICC No. 12 (now removed), as said spur tarack was located prior to its removal: thence Southwesterly parallel with said (former) spur track center line a distance of 160 feet, more or less, to a point on a line drawat right angles to the Southeasterly line of Birch Street at a point thereon distant 179 feet Southwesterly from its intersection with the West line of said Fifth Avenue North; thence Northwesterly along said last described right angle line to a point distant 9 feet Northwesterly, measured at right angles, from said (former) spur track center line; thence South westerly parallel with said (former) spur track center line a distance of 105 feet, more or less, to a point on a line drawn at right angles to the center line of the main track (now removed) of said Transportation company, as said main track was located prior to its removal, at a point on said center line distant 250 feet Southwesterly from its intersection with the West line of said Fifth Avenue North, and said point (on said right angle line) being distant 56.05 feet Northwesterly (measured at right angles) from said (former) main track center line; thence Southwesterly along a curve concave to the Southeast and having a radius of 17,197 feet (the long chord of which curve has a length of 72.60 feet) to a point distant 50 feet Northwesterly, measured at rith angles, from said (fromer) main track center line; thence Southwesterly parallel with said (former), main track center line a distance of 950 feet, more or less, to a point on the West line of the Northeast Quarter of said Section 19; thence Southerly along said West line to a point distant 35 feet Southeasterly, measured at right angles, from said (former) main track center line; thence Northeasterly parallel with said (former) main track center line a distance of 950 feet, more or less, to a point on a line drawn at right angles to said (former) main track enter line and passing through a point on a line drawn parallel thereto and distant 30 feet Southeasterly therefrom, distant 340 feet Southewesterly from its intersection with the West line of Fifth Avenue; thence Northwesterly along

said last described right angle line a distance of 5 feet; thence Northeasterly parallel with said (former) main track center line a distance of 340 feet to a point on the West line of said Fifth Avenue; thence Northerly along said West line of Fifth Avenue to the point of beginning.

ALSO: That part of the Northeast Quarter of the Northwest Qurater of said Section 20 lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from said original main track center line.

In Township 24 North, Range 9 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

A strip of land 100 feet in width extending over and across the North Half of the North Half of Section 7; the South Half of the Northeast Quarter, and the Northwest Quarter, of Section 8; the South Half of the Northwest Quarter, of Section 9; the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 10; the Southwest Quarter, and the South Half of the Southeast Quarter, of Section 13; the Southwest Quarter of the Northeast Quarter, the Northwest Quarter, and the North Half of the Southeast Quarter, of Section 14; the North Half of the Northeast Quarter of Section 15; and the Northeast Quarter of the Northeast Quarter of Section 24, said strip of land being 50 feet in width on each side of the center line of the mian track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 7, 8, 9, 10, 13, 14, 15, and 24.

ALSO: That part of the Northeast Quarter of the Southwest Quarter of said Section 9 lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from said origninal main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northeast Quarter of the Southeast Quarter of said Section 9 lying Southeasterly of the Southeasterly line of proposed relocation of Wisconsin State Trunk Highway No. 93, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: That part of the North Half of the Southeast Quarter of said section 9, bounded and described as follows: Beginning at a point on the West line of the Southeast Quarter of Said Section 9, distant 200 feet Southwesterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 1,850 feet, more or less, to a point distant 120 feeet Northwesterly, measured at right angles, from the center line of said proposed highway; thence Northeasterly parallel with the center line of said proposed highway to a point distant 50 feet Northeasterly, measured radially, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal; thence Northwesterly parallel with said last described main track center line to a point distant 9 feet Northeasterly, measured radially, from the center line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway Company) Spur Track ICC No. 14 (now removed), as said spur track was located prior to its removal; thence Northwesterly and Westerly parallel with said (former) spur track center line to a point distant 50 feet Northeasterly, measured at right angles, from said last described main track center line; thence Northwesterly parallel with said last described main track center line to a point on the West line of said Southeast Quarter; thence Southerly along said West line to the point of beginning.

In Township 24 North, Range 10 West of the Fourth Principal Meridian, Buffalo County, Wisconsin

A strip of land 100 feet in width extending over and across the South Half of the Sough Hall of Section 7; the South Half of the Southwest Quarter, of Section 8; and the North Half of the Northeast Quarter, of Section 12, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 7, 8, and 12.

ALSO: That part of the Southwest Quarter of the Soughwest Quarter of said Section 7, bounded and described as follows: Beginning at a point on the West line of said Section 7, distant 50 feet Northerly, measured radially, from said original main track center line; thence Easterly parallel with said original main track center line a distance of 535 feet; thence Northerly at right angles to the last described course a distance of 25 feet; thence Westerly parallel with said original main track center line to apoint on the West line of said Section 7; thence Southerly along said West line of Section 7 to the point of beginning.

ALSO: A strip of land 100 feet in width extending over and across that part of the Southwest Quarter of the Southeast Quarter of said Section 8 lying Southwesterly of a line drawn radially to the reference line of proposed U. S. Highway 10 at Highway Stationing 95 + 50, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northeast Quarter of the Northwest Quarter of said Section 12 lying

Easterly of the East line of Buffalo County Trunk Highway "WW", said strip of land being 50 feet in width on each side of said original main track center line.

In Township 24 North, Range 11 West of the Fourth Principal Meridian, Buffalo County, Wisconsin

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southeast Quarter of Section 12, and the Northeast Quarter of the Northeast Quarter of Section 13, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 12 and 13.

ALSO: A strip of land 300 feet in width extending over and across part of the Northwest Quarter of the Northeast Quarter of said Section 13, said strip of land being 150 feet in width on each side of said original main track center line, and lying Easterly of a line parallel with the West line of the Northeast Quarter of said section 13 and distant 200 feet Northeasterly therefrom, as measured along said original main track center.

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said Mortgage, as supplemented, leased to STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES.....

and upon proper certificate that the said propoerty hereinbefore described is no longer of use in the opertion of any of its mortgaged lines of railway; that the continunity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 17thday of DECEMBER, 1976.

(SEAL)

MANUFACTURERS HANOVER TRUST COMPANY

By JOHN GENERALE (signed)
Its Assistant Vice President

ATTEST:

JAMES M. FOLEY (signed)
Its Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

W. F. TOBIN (signed)

T. C. Knight

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STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, FRANCIS J. GRIPPO, a Notary Public in and for said Ci-ty and Coutny of New York, in the State of New York, do hereby certify that JOHN GENERALE and JAMES M. FOLEY, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, Pursuant to authority gi ven by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said compeny.

GIVEN under may hand and official seal this 17th day of DECEMBER A.D. Nineteen Hundred and seventy-six.

(SEAL)

FRANCIS J. GRIPPO (signed)

STATE OF WISCONSIN } ss.
Department of State }
Received this 11th day of July A. D. 19 77 at 10 o'clock a. M. and recorded in Vol. 50 of RRM on page 44-46
Douglas LaFollette
Secretary of State

DEED OF RELEASE

KNOW MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin Corporaiton (fomerly named Chicago and North Western Railway Company and hereinafter referred to as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and Northwestern Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin Corporation, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES----------

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the Couties of Eau Claire, Jackson, Trem pealeau and Buffalo, and the State of Wiscon sin----------

and described as follows, to wit:

In Township 25 North, Range 5 West of the Fourth Principal Meridian, Eau Claire County, Wisconsin

A strip of land 100 feet in width extending over and across the West Half of the Southwest Quarter of Section 34, Township 25 North, Range 5 West of the Fourth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track (running from Fairchild to Mondovi) center line was originally located and established over and across said Section 34.

ALSO: A strip of land 100 feet in width extending over and across part of the East Half of the Southwest Quarter of said Section 34, said strip of land being 50 feet in width on each side of said original main track center line, and lying Southwesterly of a line parallel with and distant 150 feet Southwesterly, measured at right angles, from the center line of proposed relocation of U. S. Highway No. 12.

ALSO: A strip of land 100 feet in width extending over and across part of the Northeast Quarter of the Southwest Quarter of said Section 34, said strip of land being 50 feet in width on each side of said original main track center line, and lying Northeasterly of a line parallel with and distant 76.35 feet Northeasterly, measured at right angles, from the center line of said proposed highway.

ALSO: That part of the Northwest Quarter of the Southeast Quarter of said Section 34, bounded and described as lollows: Beginning at a point on the West line of the Southeast Quarter of said Section 34, distant 50 feet Southeasterly, measured radially, from said original main track center line; thence Northeasterly parallel with said original main track center line a distance of 400 feet; thence Northwesterly radial to the last described course a distance of 40 feet, more or less, to a point distant 10 feet Southeasterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track is now located; thence Southwesterly parallel with said last described main track center line a distnace of 375 feet, more or less, to a point on the West line of said Southeast Quarter; thence Southerly along said West line to the point of beginning.

In Township 24 North, Range 5 West of the Fourth Principal Meridian, Jackson County, Wisconsin

A strip of land 100 feet in width extending over and across the Northwest Quarter of the Northwest Quarter of Section 3; the North Half of the North Half of Section 4; the North Half of the North Half of Section 5; the East Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the South Half of the Southwest Quarter, and the West Half of the Southeast Quarter, of Section 6, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said sections 3, 4, 5, and 6.

ALSO: That part of the Southwest Quarter of the Northeast Quarter of said Section 6 lying Southeasterly of and adjoining said above described 100 foot-wide strip of land, and lying Westerly of the West line of the public road running along the East line of the Southwest Quarter of the N-ortheast Quarter of said Section 6.

In Township 24 North, Range 6 West of the Fourth Principal Meridian, Jackson County, Wisconsin

That part of the South Half of the Southeast Quarter of Section 1 lying Southeasterly of a line parallel with and distant 50 feet Northwesterly, measured at right angles, from the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Trasportation Company), as said main track center line was originally located and established over and across said Section 1.

ALSO: A strip of land 100 feet in width extending over and across the South Half of the Southwest Quarter of Section 2; the South Half of the South Half of Section 3; the Southwest Quarter, and the South Half of the Southeast Quarter, of Section 4; the North Half of the South Half of Section 5; the North Half of the South Half of Section 6; the North Half of the Northeast Quarter, and the Northeast Quarter of the Nor thwest Quarter, of Sectionll; the Northwest Quarter of the Northeast Quarter, and the North Half of the Northwest Quarter, of Section 12, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Sections 2, 3, 4, 5, 6, 11, and 12.

ALSO: That part of the Northwest Quarter of the Northeast Quarter of said Section 12 lying Northerly of and adjoining said above described 100 foot wide strip of land, and lying Easterly of the East line of the public road running along the West line of the Northwest Quarter of the Northeast Quarter of said Section 12.

In Township 24 North, Range 7 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

A strip of land 100 feet in width extending over and across the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northeast Quarter of the Southeast Quarter, of Section 1; the South Half of the North Half of Section 2; the Southeast Quarter of the Northeast Quarter, the Southwest Quarter, and the Northeast Quarter of the Southeast Quarter, of Section 3; the South Half of the Southwest Quarter, and the Southeast Quarter of Section 7; the South Half of the Northeast Quarter, the North Half of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 8; and the South Half of the Northwest Quarter of Section 9, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 1, 2, 3, 7, 8, and 9.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northwest Quarter of the Southeast Quarter of said Section 3 lying Northeasterly of a line parallel with and distant 200 feet Northeasterly, measured at right angles, from the Center line of proposed relocation of Interstate Highway I-94, said strip of land being 50 feet in width on each side of said original main track center line.

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ALSO: A strip of land 100 feet in width estending over and across that part of the Northwest Quarter of the Southeast Quarter of said Section 3 lying Southwesterly of a line parallel with and distant 140 feet Southwesterly, measured at right angles, from the center line of said proposed highway.

ALSO: A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, and that part of the Southeast Quarter of the Northeast Quarter lying Southerly of the South line of 10th Street (U. S. Highways 10 and 53) of said Section 9, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 33 feet in width extending over and across that part of the Northeast Quarter of the Northeast Quarter of said Section 9 lying Northerly of the North line of said 10th street, and across the Northwest Quarter of the Northwest Quarter of Section 10, said strip of land being 16.5 feet in width on each side of the center line of the main track (now removed) of the Chicago and North Western Transportation Comapny (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal.

In Township 24 North, Range 8 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southeast Quarter of Section 12; the North Half of the Northeast Quarter, and the Northwest Quarter, of Section 13; the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter, of Section 14; the Southeast Quaeter of the Northeast Quarter, the North Half of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 15; the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 16; the South Half of the Southeast Quarter of Section 17; and the Northwest Quarter of the Northwest Quarter of Section 19, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 12, 13, 14, 15, 16, 17, and 19.

ALSO: A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southwest Quarter of Section 17; the Northeast Quarter of the Northwest Quarter of Section 19; and the Northwest Quarter of the Northwest Quarter of Section 20, said strip of land being 50 feet in, width on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northeast Quarter of the Northeast Quarter of said Section 19 lying Easterly of the East line of Second Avenue, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: That part of the Northeast Quarter of the Northeast Quarter of said Section 19, bounded as follows: On the Easterly side by the West line of Second Avenue; on the Southerly side by a line parallel with and distant 8.5 feet Southerly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway Company) Spur Track ICC No. 10 (now removed), as said spur track was located prior to its removal; on the Westerly side by the East line of Third Avenue; and on the Northerly side by the Southerly line of a tract of land described by that certain Easement for "street and alleyway purposes" dated July 24, 1963, between the Chicago and North Western Railway Company and the Village of Strum.

ALSO: That part of the Northeast Quarter of the Northeast Quarter of said Section 19, bounded as follows: On the Easterly side by the West line of Third Avenue; on the Southerly side by a line parallel with and distant 25 feet Southeasterly, measured at right angles, from said original main track center line; on the Westerly side by the East line of Fifth Avenue; and on the Northerly side by the Southerly line of said tract of land described by Easement deed dated July 24, 1963.

ALSO: That part of the Northwest Quarter of the Northeast Quarter of said Section 19, bounded and described as follows: Beginning at a point on the West line of Fifth Avenue North (formerly Church Street), distant 8.5 feet Northwesterly, measured at right angles, from the center line of Chicago and Northwetern Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway Company) Spur Track ICC No. 12 (now removed), as said spur track was located prior to its removal; thence Southwesterly parallel with siad (former) spur track center line a distance of 160 feet, more or less, to a point on a line drawn at right angles to the Southeasterly line of Birch Street at a point thereon distant 179 feet Southwesterly from its intersection with the West line of said fifth Avenue North; thence Northwesterly along said last described right angle line to apoint distant 9 feet Northwesterly, measured at right angles, from said (former) spur track center line; thence Southwesterly parallel with said (former) spur track center line a distance of 105 feet, more or less, to a point on a line drawn at right angles to the center line of the main track (now removed) of said Transportation Company, as said main track was located prior to its removal, at a point on said center line distant 250 feet Southwesterly from its intersection with the West line of said Fifth Avenue North, and said point (on said right angle line) being distant 56.05 feet Northwesterly (measured at

right angles) from said (former) main track center line; thence South-Westerly along a curve concave to the Southeast and having a radius of 17,197 feet (the long chord of which curve has a length of 72.60 feet) to apoint distant 50 feet Northwesterly, measured at right angles, from said (former) main track center line; thence Southwesterly parallel with said (former) main track center line a distance of 950 feet, more or less, to apoint on the West line of the Northeast Quarter of said Section 19; thence Southerly along said West line to apoint distant 35 feet Southeasterly, measured at right angles, from said (former) main track center line; thence Northeasterly parallell with said (former) main track center line a distance of 950 feet, more or less, to a point on a line drawn at right angles to said (former) main track center line and passing through a point on a line drawn parallel thereto and distant 30 feet Southeasterly therefrom, distant 340 feet Southwesterly from its intersection with the West line of Fifth Avenue; thence Northwesterly along said last described right angle line a distance of 5 feet; thence Northeasterly parallel with said (former) main track center linea distance of 340 feet to apoint on the West line of said Fifth Avenue; thence Northerly along said West line of Fifth Avenue to the point of beginning.

ALSO: That part of the Northeast Quarter of the Northwest Quarter of said Section 20 lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from said original main track center line.

In Township 24 North, Range 9 West of the Fourth Principal Meridain, Trempealeau County, Wisconsin

A strip of land 100 feet in width extending over and across the North Half of the North Half of Section 7; the South Half of the Northeast Quarter, and the Northwest Quarter, of Section 8; the South Half of the Northwest Quarter, of Section 9; the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 10; the Southwest Quarter, and the South Half of the Southeast Quarter, of Section 13; the Southwest Quarter of the Northeast Quarter, the Northwest Quarter, and the North Half of the Southeast Quarter, of Section 14; the North Half of the Northeast Quarter of Section 15; and the Northeast Quarter of the Northeast Quarter of Section 24, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 7, 8, 9, 10, 13, 14, 15, and 24.

ALSO: That part of the Northeast Quarter of the Southwest Quarter of said Section 9 lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northeast Quarter of the Southeast Quarter of said Section 9 lying Southeasterly of the Southeasterly line of proposed relocation of Wisconsin State Trunk Highway No. 93, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: That part of the North Half of the Southeast Quarter of said Section 9, bounded and described as follows: Beginning at a point on the West line of the Southeast Quarter of said Section 9, distant 200 feet Southwesterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 1,850 feet, more or less, to a point distant 120 feet Northwesterly, measured at right angles, from the center line of said proposed highway; thence Northeasterly parallel with the center line of said proposed highway to a point distant 50 feet Northeasterly, measured radially, from the center line of the main track (now removed) of the Chicago and North Western Transportation company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal; thence Northwesterly parallel with said last described main track center line to a point distant 9 feet Northeasterlly, measured radially, from the center line of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis & Omaha Railway Company) Spur Track ICC No. 14 (now removed), as said spur track was located prior to its removal; thence North-Westerly and Westerly parallel with said (former) spur track center line to a point distant 50 feet Northeasterly, measured at right angles, from said last described main track center line; thence Northwesterly parallel with said last described main track center line to a point on the West line of said Southeast Quarter; thence Southerly along said West line to the point of beginning.

In Township 24 North, Range 10 West of the Fourth Principal Meridian, Buffalo County, Wisconsin

A strip of land 100 feet in width extending over and across the South Half of the South Half of Section 7; the South Half of the Southwest Quarter, of Section 8; and the North Half of the Northeast Quarter, of Section 12, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chcago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main trck center line was originally located and established over and across said Sections 7, 8, and 12.

ALSO: That part of the Southwest Quarter of the Southwest Quarter of said Section 7, bounded and described as follows: Beginning at a point on the West line of said Section 7, distant 50 feet Northerly, measured radially, from said original main track center line; thence Easterly parallell with said original main track center line a distance of 535 feet; thence Northerly

at right angles to the last described course a distance of 25 feet; thence Westerly parallel with said original main track center line to a point on the West line of said Section 7; thence Southerly along said West line of Section 7 to the point of beinning.

ALSO: A strip of land 100 feet in width extending over and across that part of the Southwest Quarter of the Southeast Quarter of said Section 8 lying Southwesterly of a line drawn radially to the reference line of proposed U. S. Highway 10 at Highway Stationing 95+50, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across that part of the Northeast Quarter of the Northwest Quarter of said Section 12 lying Easterly of the East line of Buffalo County Trunk Highway "WW", said strip of land being 50 feet in width on each side of said original main track center line.

In Township 24 North, Range 11 West of the Fourth Principal Meridian, Buffalo County, Wiscon sin

A strip of land 100 feet in width extending over and across the South-East Quarter of the Southeast Quarter of Section 12, and the Northeast Quarter of the Northeast Quarter of Section 13, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 12 and 13.

ALSO A strip of land 300 feet in width extending over and across part of the Northwest Quarter of the Norhteast Quarter of said Section 13, said strip of land being 150 feet in width on each side of said original main track center line, and lying Easterly of a line parallel with the West line of the Northeast Quarter of said Section 13 and distant 200 feet Northeasterly therefrom, as measured along said original main track center line.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 6th day of DECEMBER A.D., Nineteen Hundred and Seventy-Six.

NORTHWEST CHEMCO, INC.,
as Mortgage as aforesaid,

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.

By PAUL J. WEIR (signed)
Vice President

ROGER E. ZINATY (signed)

(SEAL)
EDWARD KOLODZIZUPF (signed)

ATTEST:

R. J. HILL
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, ELLIS A. BROCK , a Notary Public, duly commissioned and qualified in and for the County and State of aforesaid and residing therein, DO HEREBY CERTIFY that Paul J. WEIR and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chimco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 6th day of DECEMBER A.D., Nineteen Hundred and Seventy-Six.

ELLIS A. BROCK (signed)
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois.

(SEAL)
My Commission as such
Notary Public Expires: OCTOBER 3, 1977

This document was prepared by Chicago and North Western Transportation Company, 400 W. Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State
Received this 11th day of July A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R.R. on page 434-440
Douglas La Follette
Secretary of State

Quit-Claim Deed

AUTHORIZATION # P-9476

DEED NO. 80393

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of ONE THOUSAND FOUR HUNDRED AND NO/100---------- DOLLARS ($1,400.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

GRANTEE, all interest in the following described real estate situated in the _____, County of Bayfield, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western transportation Company right of way in Government Lots 3 and 4, Section 5, the NE¼-NE¼, Section 8 and Government Lots 1, 2 and 3, Section 9, all in T 49 N, R 4 W, lying within the boundary for STH 13 right of way which is described as follows:

Commencing at the northeast corner of Section 8, T 49 N, R 4 W, thence S 1° 17' 41" W, 1104.50 feet along the east line of said Section 8 to a point of intersection with the centerline of STH 13, the place of beginning, thence N 21° 35' 29" W, 4035.71 feet along the centerline of said STH 13, thence N 68° 24' 31" E, 43.0 feet, thence S 21° 35' 29" E, 5548.94 feet to the point of curvature of a 0° 49' 41" curve right, thence along the arc of said curve right 163.54 feet, thence S 68° 36' 45" W, 15.0 feet to the point of curvature of a 0° 49' 48" curve right whose tangent bears S 20° 14' 05" E, thence along the arc of said curve right 301.22 feet, thence N 72°15'55" E, 15.0 feet, to the point of curvature of a 0°49'41" curve right whose tangent bears S 17°44'05" E, thence along the arc of said curve right 235.07 feet, thence S 74°12'43" W, 43.0 feet to the point of curvature of a 0°50' curve left whose tangent bears N 15°47'17" W, thence along the arc of said curve left 696.42 feet, thence N21°35'29" W, 1513.23 feet to the place of beginning.

ALSO:
All that part of the Chicago and North Western Transportation Company right of way in Government Lot 2, Section 4, T 49 N, R 4 W, Government Lots 1 and 3, Section 27, T 50 N, R 4 W, NE¼ - NE¼, Government Lot 1, Section 28, T 50 N, R 4 W, Government Lots 1, 2, 3 and the SW¼ - SW¼, Section 33, T 50 N, R 4 W, and Government Lot 1, Section 34, T 50 N, R 4 W, lying within the boundary for STH 13 right of way which is described as follows:

Commencing at the Northwest corner of Section 27, T 50 N, R 4 W, thence S 89°13'29" E, 603.27 feet along the north line of said Section 27 to a point of intersection with the centerline of STH 13, thence S 33°31'11" W, 846.94 feet along the centerline of said STH 13 to the place of beginning, thence S 55°41'56" E, 55.0 feet, thence S 34°18'04" W, 616.59 feet to the point of curvature of a 4°53'08" curve left, thence along the arc of said curve left 94.85 feet, thence S 21°56'49" W, 119.26 feet to the point of curvature of a 2°58'08" curve left whose tangent bears S 29°02'39" W, thence along the arc of said curve left 1985.85 feet, thence S 29°54'45" E, 400.0 feet, thence S 13°12'48" E, 104.40 feet, thence S 29°54'45" E, 172.28 feet to the point of curvature of a 3°04'50" curve right, thence along the arc of said curve right 486.90 feet, thence S 75°00'38" W, 41.0 feet to the point of curvature of a 1°57'56" curve right whose tangent bears S 14°12'48" E, thence along the arc of said curve right 598.66 feet, thence S 2°26'44" e, 102.11 feet to the point of curvature of a 1°28'50" curve right, thence along the arc of said curve right 661.96 feet, thence S 7°21'lg" W, 219.76 feet to the point of curvature of a 2°36'22" curve right, thence along the arc of siad curve right 282.49 feet, thence S 18°08'31" W, 519.86 feet to the point of curvature of a 3°01'54" curve right, thence along the arc of said curve right 560.66 feet, thence S 35°11'28" W, 887.60 feet to the point of curvature of a 2°31'19" curve right, thence along the arc of said curve right 586.88 feet, thence S 50°06'59" W, 331.80 feet to the point of curvature of a 1°30'28" curve right, thence along the arc of said curve right 331.64 feet, thence S 55°08'20" W, 1214.30 feet to the point of curvature of a 3°01'54" curve right, thence along the arc of said curve right 472.25 feet, thence S 69°44'08" W, 598.81 feet to the piont of curvature of a 1°59'10" curve left, thence along the arc of said curve left 125.89 feet, thence S 83°59'28" W, 106.31 feet, to the point of curvature of a 1°57'33" curve left whose tangent bears S 60°02'45" W, thence along the arc of said curve left 251.57 feet, thence S 65° 27'24" w, 133.48 feet, thence N 24°32'36" w, 52.0 feet to the point of curvature of a 0°45'curve right whose tangent bears N 65°27'24" E, thence along the arc of said curve right 555.60 feet, to a point that is located S 89° 13' 26" E, 1055.77 feet from the northwest corner of Section 4, T 49 N, R 4 W, thence continuing along the arc of said 0°45' curve right 37.28 feet, thence N 69° 54' 12" E. 674.40 feet to the point of curvature of a 4°00' curve left, thence along the arc of said curve left 366.21 feet, thence N 55°15' 18" E 1294.98 feet to the point of curvature of a 1° 00' curve left, thence along the arc of said curve left 460.93 feet, thence N 50° 38' 45" E, 353.78 feet to the point of curvature of a 1°00' curve left, thence along the arc of said curve left 383.18 feet, thence N 46° 48' 50" E, 130.26 feet to the point of curvature of a 2° 45' curve left, thence along the arc of said curve left 361.51 feet, thence N 36°52'20" e,

STATE OF WISCONSIN)
D partment of State) ss.
Received this 21st day of
July A. D. 19 77 at 10
o'clock A. M. and recorded in Vol.
50 of R. R. M.
on page 491-492
Douglas La Follette
Secretary of State

477.52 feet to the point of curvature of a 0° 30' curve left, thence along the arc of said curve left 489.86 feet thence N 34° 25' 16" E, 55.57 feet to the point of curvature of a 5° 00' curve left, thence along the arc of said curve left 237.20 feet, thence N 22° 33' 46" E, 224.40 feet to the point of curvature of a 1° 20' curve left, thence along the arc of said curve left 349.89 feet, thence N 17° 53' 52" E, 107.70 feet to the point of curvature of a 2° 40' curve left, thence along the arc of said curve left 395.34 feet, thence N 7° 21' 19" E, 219.76 feet to the point of curvature of 1° 30' curve left, thence along the arc of said curve left 553.39 feet, thence N 2° 26' 44" W, 102.11 feet to the point of curvature of a 2° 00' curve left, thence along the arc of said curve left 948.81 feet, thence N 21° 25' 19" W, 166.77 feet to the point of curvature of a 2° 40' curve left, thence along the arc of said curve left 349.24 feet, thence N 30° 44' 05" W, 304.62 feet to the point of curvature of a 4° 40' curve right, thence along the arc of said curve right 376.39 feet, thence N 13° 10' 11" W, 228.06 feet to the point of curvature of a 4° 00' curve right, thence along the arc of said curve right 497.78 feet to the point of curvature of a 2° 00" curve right whose tangent bears N 6° 44' 28" E, thence along the arc of said 2° 00' curve right 724.41 feet, thence N 21° 13' 45" E, 112.31 feet to the point of curvature of a 4° 40' curve right, thence along the arc of said curve right 280.12 feet, thence N 34° 18' 04" E, 616.59 feet to the place of beginning.

Said parcels contain 6.0 acres more or less exclusive of lands previously acquired or now used for highway purposes.

Excepting and Reserving, however, unto the Grantor, its lesses, licensees, successors and assigns, the right to continue to protect, maintain, pperate, and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

DATED this 3rd day of JUNE, 19 77.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

(SIGNED)
Peggy Hester

(SIGNED)
Lillian V. King

By Robert W. Mickey, (SIGNED)
Assistant Vice President

Attest Joan A. Schramm (SIGNED)
Assistant Secretary

(SEAL)

Authorization No. P-9267

EASEMENT DEED NO. 80075

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Florence, and the State of Wisconsin, to wit:

A parcel of land in the SW¼ NW¼, Section 17, T. 39 N., R. 15 E.

Commencing at a point on the East-West quarter line of said Shction 17, 821.20 feet N. 89° 32' 26" E. of an iron pipe with a brass cap marking the west quarter corner of said Section 17, said point being on a 1432.39 foot radius curve on the S. T. H. 139 reference line with a long chord bearing N. 19o 32' 48" W.;

Thence northwesterly along the arc of said curve 234.79 feet to the point of tangency of said curve;

Thence N. 24° 14' 34" W. along said S. T. H. 139 refrence line, 168.0 feet to a point on the southerly right of way line of the Chicago and North Western Transportation Company, the point of beginning;

Thence southwesterly along said right of way line 177.0 feet;

Thence N. 24° 14' 34" W., parallel with and 175.0 feet westerly of the said S.T.H. 139 reference line, 101.0 feet to a point on the northerly right of way line of said Transportation Company;

Thence northeasterly along said right of way line 177.0 feet to a point on the said S.T.H. 139 reference line;

Thence continuing northeasterly along said right of way line 127.0 feet;

Thence S. 24° 14' 34" E., parallel with and 125.0 feet easterly of the said S.T.H. 139 reference line, 106.0 feet to a point on the southerly right of way line of said Transportation Company;

Thence southwesterly along said right of way line 127.0 feet to the point of beginning.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any xpense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintence or use of said described real estate or any part thereof for highway purposes.

DATED this 15thday of NOVEMBER, 1976.

Signed, Sealed and Delivered in Presence of:

(SIGNED)
M. F. Chatterton

(SIGNED)
J. Scott

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey, (signed)
Assistant Vice President

(SEAL)

Attest:
Diane Kohler-Rausch (SIGNED)
Assistant Secretary

I, MARILYN J. KLEIN, a Nortary Public duly commissioned and qualified in and for the county and State aforesaid, DO HEREBY CERTIFY that ROBERT W. MICKEY and DIANE KOHLER-RAUSCH, to me personally known and known to me to be, respectively, ~~ASSISTANT~~ Vice President and ASSISTANT Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, ASSISTANT Vice President and ASSISTANT Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its board of Directors, as the free and voluntary act

and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 15th of NOVEMBER, 1976.

(SIGNED)

Notary Public, in and for the County of Cook
in the State of Illinois
Marilyn J. Klein

(SEAL)

My Commission Expires: June 17, 1978.

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

E OF WISCONSIN
partment of State } ss.
eived this 21st day of
July A.D. 19 77 at 10
o'clock A M, and recorded in Vol.
50 of Misc
page 493-494
Douglas La Follette
Secretary of State

EASEMENT

CHICAGO, MILWAYKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of TWENTY SEVEN THOUSAND THREE HUNDRED SIXTY DOLLARS ($27,360.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto THE STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Madison, Wisconsin 53707, Grantee, an easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in, on, over and across the following described lands, situated and being in Milwaukee County, Wisconsin, to-wit:

A strip of land across the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in the Northwest One Quarter of Section 32, Township 6 North, Range 22 East, said strip of land being bounded on the North by a public Highway Right of Way line delineated in Description No. 1 below and bounded on the South by a Public Highway Right of Way Line delineated in Description No. 2 below.

Description No. 1 (Public Highway Right of Way Line)

Commencing at the Northwest Corner of the Northwest One Quarter of said Section 32, Township 6 North, Range 22 East; thence South 00°49'15.4" East along the West line of said One Quarter Section, 1230 feet to the point of beginning of the Public Highway Right of Way Line; thence North 70°32'20.6" East, 1107.74 feet to a point in the Westerly right of way of the Chicago, Milwaukee, SX. Paul and Pacific Railroad Company; thence North 59°27'07.14" East, 1786.574 feet to the point of ending of the Public Highway Right of Way Line in the North Line of said One Quarter Section, said point of ending being 40 feet South 88°57'34.4" West of the Northeast Corner of said One Quarter Section.

Decription No. 2 (Public Highway Right of Way Line)

Commencing at the Southwest Corner of the Northwest One Quarter of said Section 32, Township 6 North, Range 22 East; thence North 00°49'15.4" West along the West Line of said One Quarter Section, 1115.00 feet to the point of beginning of the Public Highway Right of Way Line; thence North 85°31'31.6" East, 621.602 feet; thence North 69°15'51..60" East, 488.75 feet to the point of intersection

with the North line of the South One Half of the Northwest One Quarter of said Section 32 and the westerly right of way line of the Chicago, Milwaukee, Se. Paul and Pacific Railroad Company; thence North 89°03'06.70" East along the North Line of the South One Half of said Northwest One Quarter of said Section 32, 100.00 feet, said point is located 1464.228 feet, south 89°03'06.70" West of the Southeast Corner of the North One Half of the Northwest One Quarter of said Section 32; thence North 55°27'39.57" East, 1757,906 feet to the point of ending of the Public Highway Right of Way Line in the East Line of said Northwest

One Quarter of said Section 32, said point of ending being 350.00 feet South 00°56'21.27" East of the Northeast Corner of said One Quarter Section.

This parcel contains 108,430 square feet, more or less.

Reserving unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the first Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, SX. Paul and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee, and all mortgages supplementary thereto.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused to be set its corporated seal and these presents to be signed by its _____ President and by its ASSISTANT Secretary of this JULY 8, 1977.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In presence of:

By W. L. Smith (SIGNED)
President

P. A. Camphece (SIGNED)
(Witness)

COUNTERSIGNED:

D. ZRALKA (SIGNED)
(Witness)

By G. G. Grudnowski (SIGNED)
Assistant Secretary

STATE OF ILLINOIS)
)
COUNTY OF C.O O K)

Personally came before me this JULY 8, 1977,

W. L. SMITH, PRESIDENT and

G. G. GRUDNOWSKI, ASSISTANT Secretary of the above named

CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING

instrument and to me known to be such PRESIDENT and ASSISTANT Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL)

RAYMOND H. KEEGAN (SIGNED)
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1978

STATE OF WISCONSIN)
Department of State) ss.
Received this 28th day of July A. D. 19 77 at 10 o'clock a M. and recorded in Vol. 50 of R R M on page 496
Douglas La Follette
Secretary of State

SOO LINE RAILROAD COMPANY
UCC-3 FINANCING STATEMENT

In Center Valley, Outagamie County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the South Half of the Southeast Quarter, Section 5, Township 22 North, Range 17 East.

STATE OF W
Depart ...) ss.
Recei ... 2nd day of August A. D. 19 77 at 8 ... M. and recorded in Vol. 50 of R R M on page 496
Douglas La Follette
Secretary of State
FILING #32

Authorization No. P-9542

QUIT-CLAIM DEED NO. 80447

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of THREE HUNDRED AND NO/100 ---------- DOLLARS ($300.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

GRANTEE, all interest in the following described real estate situated in the _____, County of Sauk, and the State of Wisconsin, to wit:

A parcel of land in Town 12 North, Range 5 East, Section 29, the NW¼ - NW¼, NE¼ - NW¼, SE¼ - NW¼, SW¼ - NE¼ and SE¼ - NE¼ thereof, located from a highway reference line described as follows: Commencing at a point on the west line of said Section 29, 340.52 feet S 0°-01'44" E of its northwest corner; thence S 59°-04'-31" E, 660 feet to the point of beginning of said reference line and the westerly limits of this parcel; thence continuing S 59°-04'-31" E, 2,654.21 feet to a point of curve; thence easterly on a curve to the left, radius 1,375.10 feet, 1,384.18 feet to a point of tangency, thence N 63°-15'02" E, 210.50 feet to a point of curve, thence easterly on a curve to the right, radius 409.26 feet, 200.61 feet to the easterly limits of this parcel.

Said parcel includes all that land of the Grantor lying between the above-described reference line and a line located 33 feet northeasterly of and parallel to the above-described reference line as measured along said reference line.

Said parcel contains 1.43 acres, more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing drainage, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities,

and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof, so long as said use is not inconsistent with the use of said premises for street or highway purposes.

THIS CONVEYANCE is made by said Chicago and North Western Transportation Company, successor Mortgagor, free from the Mortgage Lien, in accordance with the provisions of Section 2, Article VIII of the following instrument, to wit:

> Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, date January 1, 1939, and effective June 1, 1944, as supplemented and amended, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

AS FURTHER EVIDENCE of the Chicago and North Western Transportation Company's authorization to make this conveyance, it is hereby certified on behalf of the Company that the land heretofore described, and constituting part of the roadway of said Company, is no longer useful to said Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of in accordance with the provisions of Section 2, Article VIII of said instrument above referred to, in the calendar year of 1977, as of the date hereof, including said land heretofore described, is not more than $100,000.00.

(seal)

DATED this 1st day of July, 1977.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

M.F. Chatterton (SIGNED)

Dorthelia Bryant (SIGNED)

(seal)
By Robert W. Mickey (SIGNED)
Robert W. Mickey, Assistant Vice President

Attest Joan A. Schramm (SIGNED)
Joan A. Schramm, Assistant Secretary

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION

COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st of July, 1977.

Richard S. Kennerley (SIGNED)
Notary Public, in and for the County of Cook,
in the State of Illinois
Richard S. Kennerley (seal)

My Commission Expires: November 8, 1980

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of August A. D. 19 77 at 10 o'clock a. M. and recorded in Vol. 50 of RR/M on page 496-498
Douglas La Follette
Secretary of State

7077

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM unto GEORGIA-PACIFIC CORPORATION, a Georgia corporation----------

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Milwaukee, County of Milwaukee, and the State of Wisconsin----------

and described as follows, to wit:

That part of the Northwest Quarter of the Southwest Quarter of Section 31, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Quarter Section: thence due South along the East line of the Northwest Quarter of said Quarter Section 560.00 feet to a point: thence North 47° 13' 00" West 570.90 feet to a point, said point being 160.00 feet South of the North line of said Quarter Section; thence North 67° 20' 30" West 94.05 feet to the point of beginning of the land to be described: Thence due South and parallel to the East line of the Northwest Quarter of said Quarter Section 706.79 feet to a point; thence North 65° 11' 15" West 84.58 feet to a point, said point being 9.00 feet Northeasterly of, measured radially from the center line of the Chicago and North Western Transportation Company Spur Track ICC No. 213, as said spur track is now located; thence Northwesterly and parallel to said spur track 169.66 feet along the arc of a curve whose center lies to the Northeast, whose radius is 498.64 feet and whose chord bears North 29° 15' 20" West 168.84 feet to a point, said point being 9.00 feet Northeasterly, measured at right angles from the center line of the Chicago and North Western Transportation Company Lead Yard Track ICC No. 208, as now located: thence North 19° 30' 30" West and parallel to said yard track 342.20 feet to a point, said point being 100.00 feet Easterly, measured at right angles from the center line between the two main tracks of the Chicago and North Western Transportation Company, as said main tracks are now located: thence North 00° 08' 58" East and parallel to said main tracks 315.29 feet to a point on the North line of said Quarter Section: thence South 67° 20' 30" East 295.55 feet to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 10th day of August, A.D., Nineteen Hundred and Seventy-Seven.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By J.R. Grimes (SIGNED)
Vice President

ATTEST:
(seal)

C. Pell (SIGNED)
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

R. C. Kech (SIGNED)

R.L. Hartwig (SIGNED)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, La Verne P. Wojack a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J.R. Grimes and C. Pell to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J.R. Grimes resides in Chicago, Illinois and that C. Pell resides in Wilmette, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 10th day of August A.D., Nineteen Hundred and Seventy-Seven.

STATE OF WISCONSIN } ss.
Department of State
Received this 25th day of August A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R.B.M. on page 498-500
Douglas La Follette
Secretary of State

La Verne P. Wojack (SIGNED) (seal)
La Verne P. Wojack Notary Public
in and for the County of Cook in
the State of Illinois.

My Commission as such
Notary Public Expires: JUN 13 1981

Authorization No. P-9541

EASEMENT DEED NO. 80468

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of NINE HUNDRED AND NO/100 DOLLARS ($900.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Brown, and the State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company lands in Private Claim 22 West Side Fox River, lying northerly of a line 130 feet southerly of and parallel with the S.T.H. 172 reference line, described as follows:

Commencing at a point on the centerline of USH 41, a distance of 316.83 feet N 29°-29' E of the intersection of the centerline of USH 41 and the southerly line of said Private Claim No. 22; Thence S 75°-11' E, to the easterly line of said Transportation Company lands.

Said parcel contains 1.07 acre, more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.

DATED this 13th day of July, 1977.

Signed, Sealed and Delivered in Presence of:

M.F. Chatterton (SIGNED)

Dorthelia Bryant (SIGNED)

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey (SIGNED) (seal)
Assistant Vice President

Attest Diane Kohler-Rausch (SIGNED)
Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Diane Kohler-Rausch, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 13th of July, 1977.

Richard S. Kennerley (SIGNED)
Notary Public, in and for the County of Cook
in the State of Illinois
Richard S. Kennerley
(Seal)

My Commission Expires: November 8, 1980.

STATE OF WISCONSIN } ss.
Department of State
Received this 29th day of August A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R.B.M. on page 500-501
Douglas La Follette
Secretary of State

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

UCC-3 FINANCING STATEMENT

STATE OF WISCONSIN
Department of State } ss.
Received this 31st day of August A. D. 19 77 at 8 o'clock A. M. and recorded in Vol. 50 of R. R. M. on page 502
Douglas La Follette
Secretary of State
FILING #33

In Wyocena, Columbia County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul and Pacific Railroad Company Station Grounds and right of way in the Southwest Quarter of the Northeast Quarter, Section 21, Township 12 North, Range 10 East.

This Indenture, Made by the Green Bay and Western Railroad Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, , hereby conveys to the State of Wisconsin, Department of Transportation, Division of Highways, grantee, for the sum of Three hundred and no/100 ($300.00) Dollars.

An EASEMENT FOR HIGHWAY PURPOSES, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following lands in Brown County, Wisconsin.

All that part of the NW 1/4 - NE 1/4, Section 3, T23N, R21E, described as follows:

Commencing at the north one-quarter corner of said Section 3; Thence S 0°-26'-58" E 122.52 feet; Thence S 59°-49'-20"E 56.47 feet to the east line of existing Superior Road and the point of beginning; Thence southerly along said east line and along the arc of a 414.97 foot radius curve to the right19.86 feet (the chord of which bears S 1°-39'-49"E 19.86 feet); Thence S 0°-17'-33"E 38.44 feet; Thence S 59°-49'-20"E 615.54 feet; Thence easterly along the arc of a 1,457.39 foot radius curve to the left 85.28 feet (the chord of which bears S 61°-29'-55"E 85.27 feet); Thence northerly along the arc of a 4,199.72 foot radius curve to the left 53.34 feet (the chord of which bears N 6°-49'-35"E 53.33 feet); Thence westerly along the arc of a 1,407.39 foot radius curve to the right 64.11 feet (the chord of which bears N 61°-07'-38" W 64.11 feet; Thence N 59°-49'-20"W 645.51 feet to the point of beginning.

Said parcel contains 0.81 acres, more or less.

The above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns and is subject to any and all public or private utilities now located on the above described real estate.

Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair and renew such of its facilities as are now or such additional facilities as in the future may be located over, upon or across the real estate above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

The consideration stated herein is payment in full for the property described herin and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec.32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by H. Weldon McGee, its President, and countersigned by Robert L. Goethe, its Secretary, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed, this 31st day of August, A.D., 1977.

Green Bay and Western Railroad Company

Signed and Sealed in Presence of

H. Weldon McGee (SIGNED) President (seal)

C. G. Reisinger (SIGNED)

Countersigned:

Robert L. Goethe (SIGNED) Secretary

D.W. Holiebad (SIGNED)

STATE OF WISCONSIN)
County) ss.

Personally came before me, this 31st day of August, A.D., 19 77 .

H. Weldon McGee, President, and Robert L. Goethe, Secretary of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledge that that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

John W. Jameson (SIGNED)

(SEAL) Notary Public, Brown County, Wisconsin. My commission expires Sept. 2, A.D., 1979

Negotiated by

Project 1220-6-54

Parcel No. 21

STATE OF WISCONSIN
Department of State } ss.
Received this 26th day of September A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R. R. M. on page 502-503
Douglas La Follette
Secretary of State

BURLINGTON NORTHERN INC.

UCC-3 Financing Statement

In Cochrane, Buffalo County, Wisconsin, described as follows:

Burlington Northern Inc. Right of Way and Station Grounds; in the Southwest Quarter of the Northwest Quarter, Section 9, Township 20 North, Range 12 West. (Between 2nd & 34d Streets, East of Tracks)

STATE OF WISCONSIN
Department of State } ss.
Received this 27th day of September A. D. 19 77 at 8 o'clock A. M. and recorded in Vol. 50 of R. R. M. on page 503
Douglas La Follette
Secretary of State
FILING #34

CERTIFICATE OF AMENDMENT

The undersigned officers of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company hereby certify that the Amendment to the Amendments of the Charter and Articles of Incorporation of said corporation attached hereto as Appendix A was adopted by the shareholders on the 2nd day of August, 1977, by the following vote:

	No. of Shares Outstanding and Entitled to Vote	No. of Affirmative Votes Required	No. of Affirmative Votes Cast	No. of Negative Votes Cast
Common Stock	2,179,892	1,453,262	2,109,204	3,292
Series A Preferred Stock	518,652	345,768	483,084	585

As a result of the attached Amendment, the authorized capital of said corporation was changed as follows:

	Authorized	
	Prior to Amendment	After Amendment
Common No Par (Stated Value $100)	$263,745,100	$263,745,100
Series A Preferred (Par Value $100)	115,000,000	115,000,000
Redeemable Preference Shares (Par Value $10,000)	-0-	200,000,000
Total Authorized Capital	$378,745,100	$578,745,100

The increase in authorized capital is $200,000,000, all of which is attributable to the authorization of Redeemable Preference Shares issuable under Sections 505 and 506 of P.L. 94-210.

Executed in duplicate and seal affixed this 2nd day of August, 1977.

Worthington L. Smith
Name: Worthington L. Smith
Title: President

(S E A L)

J. T. Taussig
Name: J. T. Taussig
Title: Secretary

This document was drafted by Michael D. Sullivan

APPENDIX A

Form of
RESOLUTION OF STOCKHOLDERS OF
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY*

Resolved, that Articles II and IV of the Amendments of the Charter and Articles of Incorporation of the Company, as amended, be and they hereby are further amended in the following respects:

The third paragraph of Article II is amended to provide as follows:

"Subject to the provisions of the next succeeding paragraph *and subparagraph (5) of paragraph (b) of Part B in Section 3 of Article IV*, the Board of Directors shall be divided into three classes, each of which shall be composed, as nearly as may be, of one-third of the directors. At the annual meeting of stockholders for the year 1951 the directors shall be elected as follows: those of the first class for terms expiring at the annual meeting of stockholders for the year 1952; those of the second class for terms expiring at the annual meeting of stockholders for the year 1953; and those of third class for terms expiring at the annual meeting of stockholders for the year 1954. Beginning with the annual meeting of stockholders for the year 1952, the directors of the class whose terms expire at each annual meeting of stockholders shall be elected for terms of three years, or until their respective successors are elected and shall qualify."

The sixth paragraph of Article II is amended to provide as follows:

"If any vacancy shall occur in the Board of Directors during a term, *other than a vacancy in the two directorships created pursuant to subparagraph (5) of paragraph (b) of Part B in Section 3 of Article IV*, the remaining directors by affirmative vote of a majority thereof shall elect a director to fill such vacancy until the next annual meeting of stockholders, and the stockholders at such meeting shall elect a director to fill such vacancy for the remainder of such term, if it does not expire at such meeting. *A vacancy in the two directorships created pursuant to subparagraph (5) of paragraph (b) of Part B in Section 3 of Article IV shall be filled in accordance with that subparagraph.*"

Section 2 and the first clause of Section 3 preceding Part A of Article IV are amended to provide as follows:

"Section 2. Effective upon the filing of these Amendments *to the Amendments of the Charter and Articles of Incorporation* with the Secretary of State of the State of Wisconsin, the corporation shall be authorized to issue 3,807,451 shares of capital stock, of which 1,150,000 shares shall be classified as Preferred Stock of the par value of $100 each, *20,000 shares shall be classified as Redeemable Preference Shares ("Preference Shares") of the initial par value of $10,000 each,* and 2,637,451 shares shall be classified as Common Stock without par value.

*Italics denote additions to present Charter.

Section 3. The designations and the relative rights, preferences, limitations and restrictions appertaining to the shares of Preferred Stock, *Preference Shares* and Common Stock, respectively, shall be as hereinafter provided in this Section 3, to-wit:"

Paragraph (a) of the second paragraph of Part A is amended to provide as follows:

"(a) Dividends. *Subject to the rights of the holders of each series of Preference Shares to receive annual dividends at the rate set forth in the resolution of the Board of Directors providing for the issuance of such series and to receive cumulated dividends and redemption installments before any distribution of assets, net profits, earned surplus or other capital is made on shares of Preferred Stock,* the holders of shares of Series A Preferred Stock shall be entitled to have declared and paid, or declared and set apart for payment, preferential dividends aggregating $5 per share during each calendar year before any dividends shall be declared or paid or set apart for payment during the same calendar year on the shares of any other series or class of stock junior to the shares of Series A Preferred Stock, subject to the following:

(i) Such preferential dividends shall be payable during any calendar year only when and as declared payable by the Board of Directors of the corporation out of Available Net Income of the corporation for the preceding calendar year or out of the accumulated earned surplus of the corporation for prior calendar years legally available therefor; and

(ii) Such preferential dividends, if and to the extent not declared before the close of any calendar year, shall not accumulate regardless of the amount of Available Net Income or accumulated earned surplus of the corporation legally available therefor.

No dividend shall be declared or paid or set apart for payment during any calendar year on any shares of any series or class of stock junior to the shares of Series A Preferred Stock unless preferential dividends aggregating $5 per share shall have been declared and paid, or declared and set apart for payment, on all outstanding shares of Series A Preferred Stock during each of the three immediately preceding calendar years; but for such purpose it shall be conclusively presumed that such preferential dividends have been paid during each of the three calendar years immediately preceding the calendar year 1944.

After there shall have been declared and paid, or declared and set apart for payment, during any calendar year preferential dividends aggregating $5 per share on all outstanding shares of Series A Preferred Stock and dividends aggregating $3.50 per share on all outstanding shares of Common Stock, each share of Series A Preferred Stock shall be entitled to participate equally with each share of Common Stock in any further dividends declared and paid, or declared and set apart for payment, during such calendar year until each outstanding share of Series A Preferred Stock shall have received participating dividends aggregating $1 during such year.

No dividend payable in the form of shares of any series or class of capital stock of the corporation shall be declared and made payable on the outstanding shares of Common Stock unless concurrently with such declaration there shall be declared and paid or declared and set apart for payment, a participating dividend of $1 on each outstanding share of Series A Preferred Stock.

Notwithstanding the foregoing provisions of this paragraph (a), *but subject to the rights of the holders of each series of Preference Shares to receive dividends at the rate set forth in the resolution of the Board of Directors providing for the issuance of such series and to receive cumulated dividends and redemption installments before any distribution of assets, net profits, earned surplus or other capital is made on shares of Preferred Stock,* the Board of Directors shall have authority in its discretion to declare and pay, or declare and set apart for payment, the following dividends:

(A) In respect of the calendar year 1944 and out of Available Net Income for such year: Preferential dividends aggregating $5 per share on all shares of Series A Preferred Stock before any dividends shall be declared or paid or set apart for payment on the Common Stock, and, after such preferential dividends have been declared and paid, or declared and set apart for payment, dividends on the Common Stock, provided that the participating dividends shall be declared and paid, or declared and set apart for payment, on all shares of Series A Preferred Stock, share for share with the Common Stock, up to but not exceeding $1 per share if and when dividends in excess of $3.50 per share shall be declared or paid or set apart for payment on the Common Stock in respect of such year;

(B) In respect of the calendar year 1945 and out of Available Net Income for such year and earned surplus from 1944: Preferential dividends aggregating $5 per share on all shares of Series A Preferred Stock before any dividends shall be declared or paid or set apart for payment on the Common Stock, and, after such preferential dividends have been declared and paid, or declared and set apart for payment, dividends on the Common Stock, provided that participating dividends shall be declared and paid, or declared and set apart for payment, on all shares of Series A Preferred Stock, share for share with the Common Stock, up to but not exceeding $1 per share if and when dividends in excess of $3.50 per share shall be declared or paid or set apart for payment on the Common Stock in respect of such year; and

(C) In respect of any period of three consecutive calendar years immediately preceding the date of payment and out of Available Net Income for the last of such years and earned surplus from prior calendar years: Preferential dividends in amounts sufficient when added to any preferential dividends declared and paid, or declared and set apart for payment, thereon during said three years to equal $5 per share on all shares of Series A Preferred Stock for each of said three years before any dividends shall be declared or paid, or set apart for payment, on the Common Stock, and, after such preferential dividends aggregating $15 per share have been declared and paid, or declared and set apart for payment, dividends on the Common Stock, provided that participating dividends shall be declared and paid, or declared and set apart for payment, on all shares of Series A Preferred Stock, share for share with the Common Stock, up to but not exceeding $1 per share if and when dividends in excess of $3.50 per share shall be declared or paid or set apart for payment on the Common Stock.

Any dividends declared and paid, or declared and set apart for payment, in respect of 1944 or 1945 or any such period of three consecutive calendar years, shall be deemed for all purposes of this Part A to have been declared and paid, or declared and set apart for payment, during the year in respect of which the dividends are declared payable."

Paragraph (c) of the second paragraph of Part A is amended to provide as follows:

"(c) Liquidation. In the event of any dissolution, liquidation or winding up of the corporation, whether voluntary or involuntary, *after there shall have been paid to the holders of Preference Shares the full amounts to which they shall be entitled*, the holders of the then outstanding shares of Series A Preferred Stock shall be entitled to receive payment in full of the par value of their shares, plus all unpaid dividends that have been declared thereon, before any distribution of assets shall be made to the holders of shares of any series or class of stock junior to the Series A Preferred Stock; but if the distributable assets are insufficient to make such payment in full to the holders of the then outstanding shares of Series A Preferred Stock, such assets shall be distributed pro rata among such holders according to the number of shares of Series A Preferred Stock held by each."

Subparagraphs (d)(i) and (d)(ii) of paragraph (d), entitled "Voting Rights", contained in the provisions of Part A in Section 3 of Article IV entitled "Provisions Applicable to Series A Preferred Stock", are amended to provide as follows:

"(i) At each election of directors *(except in the case of a special election by written consent pursuant to subparagraph (5) of paragraph (b) of Part B)* until the preferential dividends declared and paid, or declared and set apart for payment, on all outstanding shares of Series A Preferred Stock shall aggregate $15 per share in respect of a period of three consecutive calendar years (excluding the calendar years 1944 and 1945), the smallest number of directors necessary to constitute a majority of the full Board of Directors shall be elected by the holders of shares of Series A Preferred Stock voting separately as a class, and the remaining directors to be elected shall be elected by the holders of shares of Common Stock *and, if applicable, by the Secretary of Transportation of the United States or his designee for the Preference Shares, each* voting separately as a class.

(ii) At each election of directors after the preferential dividends declared and paid, or declared and set apart for payment, on all outstanding shares of Series A Preferred Stock shall have aggregated $15 per share in respect of a period of three consecutive calendar years (excluding the calendar years 1944 and 1945) immediately preceding such election, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock shall have equal voting rights per share in the election of directors unless and until the preferential dividends declared and paid, or declared and set apart for payment, on all outstanding shares of Series A Preferred Stock shall have aggregated less than $15 per share in respect of a subsequent period of three consecutive calendar years immediately preceding such election; whereupon at such election *(except in the case of a special election by written consent pursuant to subparagraph (5) of paragraph (b) of Part B)*, and at each election of directors thereafter, directors shall again be elected in the manner provided in the foregoing subparagraph (i) of this paragraph (d) until the preferential dividends declared and paid, or declared and set apart for payment, on all outstanding shares of Series A Preferred Stock again shall aggregate $15 per share in respect of a subsequent period of three consecutive calendar years immediately preceding such election."

Paragraphs (b) and (c) of the paragraph of Part A entitled "General Provisions" are amended to provide as follows:

(b) *Subject to the rights of the holders of Preference Shares to receive (i) cumulated mandatory redemption installments and (ii) cumulated dividends before any distribution is made to holders of shares of Preferred Stock*, the outstanding shares of Preferred Stock of any series may be redeemed, in whole or in part, at the option of the corporation by vote of the Board of Directors, at any time or from time to time, at the applicable redemption price for the shares of such series fixed or determined in accordance with this Part A. If less than all of the outstanding shares of Preferred Stock of any series are to be redeemed, the shares to be redeemed shall be determined by lot in such manner as the Board of Directors may prescribe. Notice of every redemption of shares of Preferred Stock shall be mailed, addressed to the holders of record of the shares to be redeemed at their respective addresses as they shall appear on the stock books of the corporation, and published once each week for at least two successive weeks (in each case on any business day of the week) in a daily newspaper printed in the English language and published and of general circulation of the City of Chicago, Illinois, and in a like newspaper published and of general circulation in the Borough of Manhattan, City of New York, New York, the first publication and such mailing to be not less than 30 days and not more than 60 days prior to the date fixed for redemption. If notice of redemption shall have been given and if, on or before the redemption date specified in the notice, all funds necessary for such redemption shall be provided at the time and place specified in such notice, then, after the date fixed for redemption, all rights existing in the shares so called for redemption, including the rights to dividends, shall cease, except only the right of the holders thereof to receive the redemption price of the shares so redeemed, but without interest.

(c) The outstanding shares of Preferred Stock of any series may be purchased by the corporation, at not exceeding the redemption price therefor then in effect, subject to the following restrictions:

(i) No shares of Series A Preferred Stock shall be purchased by the corporation at any time unless all dividends that have been declared thereon shall have been paid or set apart for payment.

(ii) No shares of any series junior to the shares of Series A Preferred Stock shall be purchased or otherwise acquired by the corporation at any time unless all dividends that have been declared on the outstanding Series A Preferred Stock have been paid or set apart for payment and the remaining amount of earned surplus of the corporation shall at the time equal or exceed the cost to the corporation of the shares to be purchased or otherwise acquired and unless the Board of Directors shall restrict and set aside as unavailable for dividends or distributions on or further purchases or acquisitions of shares of any series junior to the shares of Series A Preferred Stock, an amount of earned surplus equal to such cost so long as the shares so purchased or otherwise acquired shall be held in the treasury of the corporation and not retired.

(iii) *No shares of Preferred Stock of any series shall be purchased by the corporation until the corporation shall have paid all cumulated dividends and mandatory redemption installments on the Preference Shares.*

Part B in Section 3 of Article IV shall hereafter be designated "PART C—COMMON STOCK" and PART C thereof shall hereafter be designated "PART D—GENERAL PROVISIONS." The following new "Part B" shall be added to Section 3 of Article IV:

"PART B—REDEEMABLE PREFERENCE SHARES

(a) Authority of Board of Directors to issue Redeemable Preference Shares in series.

(1) Pursuant to Title V of Public Law 94-210, the "Railroad Revitalization and Regulatory Reform Act of 1976," as amended, the Secretary of Transportation of the United States is authorized to purchase Redeemable Preference Shares issued by a railroad. Authority is hereby vested in the Board of Directors to issue Redeemable Preference Shares ("Preference Shares") from time to time in one or more series of any number of shares, provided that the aggregate number of shares issued and not canceled shall not exceed the total number of Preference Shares hereinbefore authorized. All series of Preference Shares shall rank equally and be identical in all respects except as permitted by the provisions of this paragraph (a), and Preference Shares of any one series shall be identical in all respects. The Board of Directors shall fix by resolution providing for the issuance of each series of Preference Shares the designations, powers, preferences, rights and the qualifications, limitations or restrictions thereof which are not fixed by the Amendments to this Charter and Articles of Incorporation to the full extent permitted herein and under the laws of the State of Wisconsin, in respect of the following matters:

(i) The rate of dividend;

(ii) The price at and the terms and conditions on which shares may be redeemed;

(iii) The amount payable upon shares in the event of voluntary or involuntary liquidation;

(iv) Sinking fund provisions for the redemption or purchase of shares;

(v) The terms and conditions on which shares may be converted, if the shares of any series are issued with the privilege of conversion; and

(vi) Additional voting rights, if any.

Prior to the issuance of any series of Preference Shares, the resolution authorizing the issuance of such series shall be recorded in compliance with applicable Wisconsin law.

(2) So long as any Preference Shares of a series are outstanding, the corporation shall not, without the written consent or affirmative vote of the holders of at least ⅔ of the shares of such series, amend, alter or repeal the preferences, rights or other powers (whether granted by this Charter and Articles of Incorporation or by the resolution of the Board of Directors providing for the issuance of such series) of the holders of the Preference Shares of such series so as to adversely affect the rights of the holders of such series.

(b) Provisions applicable to all series of Preference Shares.

(1) Par Value. Each Preference Share shall have an initial par value of $10,000. Upon payment of any mandatory redemption installment on any Preference Share, the par value of each such Preference Share shall become an amount equal to the initial par value of such share reduced by the amount of such redemption installment and all previously paid redemption installments on such Preference Share.

(2) Seniority. (aa) Preference Shares shall be senior in right to all Common Stock and Preferred Stock of the corporation, whenever issued, with respect to dividend and redemption payments and in case of liquidation or dissolution of the corporation, but shall be subordinate, as to dividend and redemption payments on the Preference Shares, and in the case of liquidation or dissolution of the corporation, to any of the corporation's Senior Debt.

(bb) As used herein, the term Senior Debt shall mean principal and premium, if any, and accrued interest to the extent stated therein on all the following indebtedness of the corporation whether outstanding on the issue date of Preference Shares of any series or created thereafter prior to the time the Preference Shares of any series shall become a fixed interest debt obligation of the corporation (pursuant to the resolution of the Board of Directors creating such series or any agreement pursuant to which any such series of Preference Shares shall have been issued): (i) for money borrowed by the corporation, whether the same be evidenced by bonds, notes or debentures or evidenced by a loan agreement or an indenture or similar instruments; or (ii) for money borrowed by others and guaranteed, directly or indirectly,

by the corporation; or (iii) constituting purchase money obligations or mortgage indebtedness for payment of which the corporation is directly or contingently liable, or on which the corporation customarily pays interest, including, but not limited to, purchase money bonds or notes or debentures or mortgages, mortgages made or given or guaranteed by the corporation as mortgagor or guarantor, and assumed or guaranteed mortgages upon property; or (iv) to general creditors, including trade creditors and employees of the corporation; and (v) all renewals, extensions and refundings of such indebtedness. Upon the Preference Shares of any series becoming a fixed interest debt obligation of the corporation (pursuant to the resolution of the Board of Directors creating such series or any agreement pursuant to which such series of Preference Shares shall have been issued), no subsequently incurred indebtedness, including accruing interest on previously outstanding indebtedness, shall be senior as to interest and principal payments on the Preference Shares of such series as a debt obligation of the corporation or in the case of liquidation or dissolution of the corporation, but shall rank on a parity with the Preference Shares of such series (unless such subsequently incurred indebtedness by its terms is subordinate as to interest or principal payments or in case of liquidation or dissolution of the corporation).

(3) Dividends. (aa) Except in the case of optional redemption of Preference Shares by the corporation according to the terms prescribed by the resolution of the Board of Directors providing for the issuance of a series, each Preference Share shall accrue a dividend of 50% of its initial par value on the tenth anniversary date of the date of its original issuance which accrual shall be payable in accordance with the provisions hereof and the resolution of the Board of Directors providing for the issuance of the series. If, prior to or upon any liquidation, dissolution or winding up of the corporation, (i) such Preference Share has become a subordinated debt obligation of the corporation (pursuant to the resolution of the Board of Directors creating any series or any agreement pursuant to which any series of Preference Shares shall have been issued), such dividend accrual of 50% or the remaining unpaid portion thereof shall become a vested right to interest to the extent of such unpaid portion, but shall be payable only in accordance with such agreement and resolution, or (ii) such Preference Share shall become a fixed interest debt obligation of the corporation (pursuant to the resolution of the Board of Directors creating any series or any agreement pursuant to which any series of Preference Shares shall have been issued), such dividend accrual of 50% or the remaining unpaid portion thereof, or such vested right to interest or the remaining unpaid portion thereof, shall become an immediate interest accrual to the extent of such unpaid portion, but shall be payable only in accordance with such agreement and resolution.

(bb) The Board of Directors shall have no discretion in the payment of dividends on Preference Shares. The holders of each series of Preference Shares shall be entitled to receive dividends in cash at such a rate as set forth in the resolution of the Board of Directors providing for the issuance of such series, provided, however, that each such dividend shall be payable only if and to the extent that (i) the corporation has Available Capital (as defined herein), (ii) the corporation is not insolvent or the payment of such dividend would not render the corporation insolvent, and (iii) such payment is not prohibited by the provisions of Section 3 of Article VII of the corporation's First Mortgage or General Mortgage both dated as of January 1, 1944. For purposes of Part B hereof, Available Capital shall mean net profits, earned surplus or other capital legally available for the payment of dividends reduced by an amount which, under the conditions of the last paragraph of Section 6 of Article V of the corporation's General Mortgage dated as of January 1, 1944 would be coincidentally legally available for the payment of accumulated contingent interest pursuant to such Section; provided that the remaining net profits, earned surplus or other capital legally available to pay such dividend shall be so available only to the extent that the Administrator of the Federal Railroad Administration or his designee (the "Administrator"), in his sole judgment, deems that the payment of such dividend would not impair the safe operation of the railroad properties of the corporation or the maintenance of the usual standards of efficiency or economy of operation of such properties. If the conditions set forth in clauses (i), (ii) and (iii) are met, either as to the entire amount of such dividend or any part thereof, such dividend (or part thereof) shall become an immediately due and payable debt obligation of the corporation to the extent such dividend is payable. Should any entitled preference dividend not be fully paid when due because of the failure to meet the conditions set forth in clauses (i), (ii) or (iii) hereof, the unpaid portion thereof shall cumulate until such conditions are met either as to the entire unpaid portion or any part thereof, at which time the corporation shall pay such unpaid portion to the extent so payable. If not so paid, such payable part shall become an immediately due and payable debt obligation of the corporation. Unless and until the cumulated dividend is fully paid, the corporation shall not make any distribution of assets, net profits, earned surplus or other capital (whether by dividend, redemption or otherwise) to any other class of the corporation's securities to which the Preference Shares have priority as to dividends or redemption installments thereon or in the case of dissolution or liquidation. Nothing herein contained, however, gives the holders of Preference Shares the right and privilege to participate in the net profits of the corporation beyond the aforesaid fixed, preferential annual dividend.

(4) Redemption. (aa) The Board of Directors of the corporation shall have no discretion in the payment of mandatory redemption installments. Preference Shares of each series shall be subject to mandatory redemption according to the terms and conditions provided herein and as may be provided by the Board of Directors in the resolution providing for the issuance of each such series. Except where prepaid in accordance with the terms and conditions set forth in the resolution providing for the issuance of a series of Preference Shares, each redemption installment shall be paid on its due date to the extent that (i) the corporation has Available Assets as defined herein and (ii) the corporation is not insolvent and the payment of such redemption installment would not render it insolvent. For purposes of Part B hereof, Available Assets shall mean assets of the corporation legally available for the redemption of shares of capital stock reduced by an amount which,

under the conditions of the last paragraph of Section 6 of Article V of the corporation's General Mortgage dated as of January 1, 1944, would be coincidentally legally available for the payment of accumulated contingent interest pursuant to such Section; provided that the remaining assets legally available to pay such redemption installment shall be so available only to the extent the Administrator, in his sole judgment, deems that the payment of such redemption installment would not impair the safe operation of the railroad properties of the corporation or the maintenance of the usual standards of the efficiency or economy of operation of such properties. If the conditions set forth in clauses (i) and (ii) above are met, either as to the entire amount of such installment or any part thereof, such installment (or part thereof) shall become an immediately due and payable debt obligation of the corporation to the extent such installment is payable. Should any entitled redemption installment not be fully paid when due because of the failure to meet the conditions set forth in clauses (i) or (ii) hereof, the unpaid portion thereof shall cumulate until such conditions are met as to such unpaid portion or any part thereof, at which time the corporation shall pay such unpaid portion to the extent so payable. If not so paid, such payable portion shall become an immediately due and payable debt obligation of the corporation. Unless and until the cumulated redemption installment is fully paid, the corporation shall not make any distribution of assets (whether by dividend, redemption or otherwise) to any other class of the corporation's securities to which the Preference Shares have priority as to dividends or redemption installments thereon or in the case of liquidation or dissolution. Nothing herein contained, however, gives any holder of Preference Shares the right and privilege in the case of liquidation or dissolution to participate in the assets of the corporation beyond the aggregate par value of, and cumulated and accrued dividends (contingent or fixed principal and interest, as the case may be) on, the Preference Shares which have been issued to such holder or the outstanding part thereof.

(bb) Preference Shares of any series may be subject to redemption in whole or in part at the option of the corporation upon such terms and conditions and at such times as may be prescribed by the Board of Directors in the resolution providing for the issuance of such series. If less than all of the outstanding Preference Shares of any series are to be redeemed, the shares to be redeemed shall be determined by lot. Notice of optional redemption of Preference Shares shall be mailed, addressed to the holders of record of the shares to be redeemed at their respective addresses as they shall appear on the stock books of the corporation at least 10 days prior to the date fixed for redemption.

(cc) Upon payment of any mandatory redemption installment on any Preference Share, the par value of each such Preference Share shall be reduced by the amount of such redemption installment. If at any time Available Assets are insufficient to pay the full amount of the redemption installments due on Preference Shares having the same date of issuance, such Available Assets shall be applied pro rata to reduce the par value of such shares. This subparagraph (cc) shall constitute the only amendment to the corporation's Charter and Articles of Incorporation necessary to effect such reduction in par value.

(dd) Preference Shares redeemed pursuant to subparagraphs (aa) and (bb) of this subparagraph (4) shall be surrendered to the corporation. Notwithstanding that any certificate for Preference Shares shall not have been surrendered to the corporation, if:

(i) in the case of optional redemption pursuant to subparagraph (bb) hereof, notice shall have been given and, on or before the redemption date specified in such notice, all funds necessary for such redemption shall have been deposited in trust with the bank or trust company specified in the notice, or

(ii) in the case of mandatory redemption pursuant to subparagraphs (aa) and (cc) hereof, payment shall have been made of the outstanding par value of any Preference Shares and any unpaid cumulated and unpaid accrued dividends thereon;

then in either such case the rights of the holders of such Preference Shares shall cease and such shares shall be deemed no longer outstanding.

(ee) Where dividends and redemption installments are to be paid from coincidentally Available Capital or Available Assets, dividends and any cumulations thereof are to be paid first and redemption installments and any cumulations thereof are to be paid second.

(5) Voting Rights. (aa) Other than as set forth in this subparagraph (5), or as required by law, the Preference Shares shall not have any voting rights in the conduct of the business of the corporation.

(bb) Whenever any dividend or redemption payment which is due on any one or more series of Preference Shares (in accordance with the payment schedule set forth in the resolution of the Board of Directors providing for the issuance of the series) shall have remained unpaid for a period of 4 months, whether or not payable as provided herein, the Secretary of Transportation of the United States or his designee (the "Secretary") shall have the exclusive right to elect or appoint, in the manner hereinafter provided, two persons to serve as members of the Board of Directors of the corporation, in which event the number of directors constituting the Board of Directors shall be increased by two to reflect such newly created directorships. In such event, the Board of Directors shall also be increased, if necessary, so that the directors elected or appointed by the Secretary shall not constitute more than 20% of the Board of Directors. Whenever the right of the Secretary to elect or appoint two members of the Board of Directors shall have vested, it shall be exercised initially either by written consent of the Secretary as provided or permitted by law, or at an annual meeting of stockholders (or if elections shall not have been held at the time specified therefor, or if the directors shall not have been elected at any annual meeting, at a special meeting of stockholders called in accordance with the By-laws), and thereafter either by such written consent or at such annual or special meetings. The term of office of the directors so elected or appointed by the Secretary shall continue until the next annual meeting or until their successors are elected or appointed, provided that upon payment by the

corporation of dividends and/or redemption installments which are due such terms shall forthwith terminate. Any vacancies in the two specially created directorships may be filled by written consent of the Secretary.

(6) Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, the holders of Preference Shares of each series shall be entitled to receive the amount specified in the resolution of the Board of Directors creating each such series. If the distributable assets are insufficient to make payment in full in accordance with such resolutions, such assets shall be distributed pro rata to the holders of the Preference Shares according to the outstanding par value of Preference Shares held by each.

(7) Merger or Consolidation. In the case of any consolidation of the corporation with, or merger of the corporation with or into, one or more other corporations (other than a consolidation or merger in which the corporation is the continuing corporation and which does not result in any reclassification or change in securities of the corporation), or in case of any sale or conveyance to another corporation of the property of the corporation as an entirety or as substantially an entirety, or in case of a reclassification or change of any outstanding security of the corporation (other than a change in par value, or from par value to no par value, or as a result of a subdivision or combination), the corporation or such successor or purchasing corporation shall give to the holders of the Preference Shares written notice thereof at least twenty (20) days prior to the effective date of the events specified herein and shall have its authorized representative certify to the holders that the holders of the Preference Shares then outstanding shall have the same rights and privileges upon such reclassification, change, consolidation, merger, sale or other conveyance as the holders had immediately prior thereto.

(8) No Waiver. The failure of any holder of Preference Shares to exercise any rights granted to it under this Part B or the resolution of the Board of Directors creating any series of Preference Shares shall not constitute a waiver of such rights or of any other rights. Failure by any holder of Preference Shares to exercise any rights granted under this Part B or the resolution of the Board of Directors creating any series of Preference Shares, in the event of non-payment of any required payment when due, shall not be deemed a waiver of such non-payment or of further non-payments by the corporation. The remedies granted to the holders of Preference Shares under this Part B shall be deemed cumulative and not exclusive.

(c) Provisions Applicable to Preference Shares, Series One.

The initial series of Preference Shares is hereby designated "Redeemable Preference Shares, Series One" ("Preference Shares, Series One") and the maximum number of shares which shall constitute such series shall be 930 shares. For purposes of Section 3 of Article IV of this Charter and Articles of Incorporation, "the resolution of the Board of Directors creating [a] series" or similar language shall be deemed to include the provisions of this paragraph (c). The relative rights, preferences, limitations and restrictions of the Preference Shares, Series One which are not otherwise provided for in Part B hereof are as follows:

(1) Dividends. Each outstanding Preference Share, Series One is entitled to fixed, preferential annual dividends at the rate of 4.2% on the then outstanding par value thereof payable annually on the anniversary date of the date of issuance thereof commencing in the year 1988 in accordance with the payment schedule in subparagraph (6) of this paragraph (c) (the "Payment Schedule"), provided that for the purpose of this subparagraph "the then outstanding aggregate par value" shall be determined for each year as if all scheduled mandatory redemption installments had been paid, whether or not such installments have in fact been paid. Except as provided in subparagraph (4) of this paragraph (c), the total amount of dividends payable on each Preference Share, Series One shall not exceed 50% of the initial par value thereof.

(2) Mandatory Redemption. Each outstanding Preference Share, Series One shall be entitled to mandatory redemption installments payable annually on the anniversary date of the date of issuance thereof commencing in the year 1988 in accordance with the Payment Schedule, but not to exceed in the aggregate the initial par value of such share.

(3) Optional Redemption. Prior to the 11th anniversary date of the date of issuance of any Preference Share, Series One, the corporation may at its option redeem any number of such Preference Shares, Series One, at any time at a redemption price of the initial par value of such shares plus a per share premium of $203 multiplied by the number of years or part thereof such shares were outstanding. On or after the 11th anniversary date of the date of issuance of any Preference Share, Series One, the corporation may at any time redeem Preference Shares, Series One, but no less than all such shares having that same date of issuance, at a redemption price of the then outstanding par value of such share and all unpaid cumulated dividends thereon, plus a per share premium of $203 multiplied by the number of years or part thereof such shares were outstanding. There shall be credited against the premium payable on any optionally redeemed Preference Shares, Series One (but not against the par value thereof) the aggregate amount of dividends previously paid on such optionally redeemed Preference Shares, Series One.

(4) Financing Agreement. (aa) Preference Shares, Series One shall be subject to, and entitled to the benefits of, a Financing Agreement, dated as of July 15, 1977 (the "Agreement") between the corporation and the United States of America, represented by the Secretary, acting through the Administrator. The Agreement gives the holders of a majority of aggregate par value then outstanding of the Preference Shares, Series One the right, upon the happening of certain events of default set forth in the Agreement, to declare the Preference Shares, Series One to a be a fixed interest debt obligation of the corporation, to accelerate redemption payments to not less than fifteen annual payments (including payments already made), with such payments (or further payments) to begin within ten (10) days of such notice (or to continue with the next redemption installment) but not earlier than the 6th anniversary date of the date of the original issuance of Preference Shares, Series One, and/or to raise the dividend rate on the Preference Shares, Series One up to the maximum permissible by law, regulation or otherwise for the redemption payments remaining. In the event of certain other events of default, including discontinuance of business, making a general assignment for the benefit of creditors, and filing a petition in bankruptcy, the Preference Shares, Series One shall automatically become a fixed interest debt obligation of the corporation and the redemption installments set forth in the Payment Schedule shall automatically accelerate to a maximum of fifteen annual payments (including payments already made), with such payments (or further payments) to begin immediately upon the occurrence of such event of default (or to continue with the next redemption installment) but not earlier than the 6th anniversary date of the date of original issuance of the Preference Shares, Series One, and the dividend rate on the Preference Shares, Series One shall automatically become the maximum permissible by law, regulation or otherwise for the accelerated redemption payments remaining. Notwithstanding the provisions of this subparagraph, the Preference Shares, Series One may become a fixed interest debt obligation only if, when and to the extent they may become a debt obligation without violating any provision of the laws of the corporation's state of incorporataion. The holders of the Preference Shares, Series One and the corporation agree that in the event of any litigation concerning the question of whether any provision of the laws of the corporation's state of incorporation must be met in order that the Preference Shares become a debt obligation of the corporation, whether fixed interest or subordinated, no evidence as to the intent of the parties to the Agreement as to such question shall be introduced by such holders or the parties to the Agreement. Upon the Preference Shares, Series One becoming a fixed interest debt obligation hereunder, the Payment Schedule shall represent fixed mandatory interest (at the dividend rate set forth in subparagraph (1) of this paragraph (c) except as otherwise provided in this subparagraph (4) or the Agreement) and principal payments, and any unpaid cumulated dividends and/or redemption installments shall respectively become immediately due and payable accrued interest and principal (and any accrued dividends or vested right to interest shall become immediately accrued interest payable in accordance with the Payment Schedule except as otherwise provided in this subparagraph (4) or the Agreement) and such fixed mandatory interest and principal payments shall be, when due, an absolute and unconditional obligation of the corporation and shall not be governed by statutory limitations regarding distributions in respect of equity securities, nor by the provisions of Section 3 of Article VII of the corporation's First Mortgage or General Mortgage both dated as of January 1, 1944, nor by any other provision set forth in subparagraphs (3) and (4) of paragraph (b) of Part B in Section 3 of Article IV of the corporation's Charter and Articles of Incorporation as amended ("Charter").

(bb) If the Company shall classify the Preference Shares, Series One as debt on any balance sheet furnished to any class of its stockholders or creditors, or otherwise issued publicly, the Preference Shares, Series One shall automatically become a subordinated debt obligation of the corporation as of the date of such balance sheet and dividend and redemption installments thereon shall become, respectively, contingent interest and principal payments, provided that the Preference Shares, Series One could lawfully become subordinated debt. In such event, contingent interest will be payable at the dividend rate set forth in subparagraph (1) hereof (except as otherwise provided) and in accordance with the Payment Schedule (except as otherwise provided) and the provisions of subparagraph (3) of paragraph (b) of Part B in Section 3 of Article IV of the Charter, provided, however, that the corporation's obligation to pay contingent interest shall be subject to the conditions set forth in clauses (i), (ii) and (iii) of subparagraph (bb) of such subparagraph (3). Contingent principal payments will be payable in accordance with the provisions of subparagraph (2) hereof (except as otherwise provided) and the provisions of subparagraph (4) of paragraph (b) of Part B in Section 3 of Article IV of the Charter, provided, however, that the corporation's obligation to pay contingent principal payments shall be subject to the conditions set forth in clauses (i) and (ii) of subparagraph (aa) of such subparagraph (4). Such Preference Shares which have become subordinated debt will be subordinate to Senior Debt of the corporation. The classification of Preference Shares, Series One as debt and the Preference Shares becoming subordinated debt in accordance with this subparagraph (bb) shall not constitute an event of default under the Agreement, but if an event of default shall occur after the Preference Shares, Series One have become subordinated debt, such subordinated debt may become fixed interest debt of the corporation (subject only to any compliance which may be required with the laws of the corporation's state of incorporation applicable to the Preference Shares becoming a debt obligation) under the same terms as Preference Shares, Series One which become fixed interest debt as provided in subparagraph (aa) of this subparagraph (4).

(5) Liquidation, Dissolution or Winding Up. (aa) In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the corporation, but only in the event that the Preference Shares, Series One shall not have become a debt obligation of the corporation pursuant to the Agreement and subparagraph (4) of this paragraph (c), the holders of Preference Shares, Series One shall be entitled to receive the outstanding par value thereof plus any unpaid cumulated and unpaid accrued dividends.

(bb) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, but only in the event that the Preference Shares, Series One shall have become a debt obligation of the corporation pursuant to the Agreement and subparagraphs (aa) or (bb) of subparagraph (4) of this paragraph (c), the holders of Preference Shares, Series One shall be entitled to receive, after payment in full of Senior Debt, the unpaid principal thereof and all unpaid accrued or vested interest thereon.

(6) Payment Schedule for Preference Shares, Series One.

Year	Dividends Per Share	Redemption Installments Per Share
1977	—	—
1978	—	—
1979	—	—
1980	—	—
1981	—	—
1982	—	—
1983	—	—
1984	—	—
1985	—	—
1986	—	—

1987	—	—
1988	$421.43	$328.57
1989	406.53	343.47
1990	393.20	356.80
1991	378.18	371.82
1992	362.53	387.47
1993	347.30	402.70
1994	329.23	420.77
1995	311.52	438.48
1996	293.06	456.94
1997	273.82	476.18
1998	253.77	496.23
1999	232.87	517.13
2000	211.09	538.91
2001	188.39	561.61
2002	164.73	585.27
2003	140.08	609.92
2004	114.38	635.62
2005	87.60	662.40
2006	59.69	690.31
2007	30.60	719.40

"PART C—Common Stock" in Section 3 of Article IV is amended by deleting the second paragraph entitled "Dividends" and substituting the following therefor:

"*Dividends.* Subject to *(a) the rights of the holders of each series of Preference Shares to receive dividends at the rate set forth in the resolution of the Board of Directors providing for the issuance of such series and to receive cumulated dividends before any dividends are declared or paid, or set apart for payment during any calendar year on any class or series of stock junior to the Preference Shares, as provided in Part B, and (b)* the rights of the holders of shares of Preferred Stock to receive preferential dividends before dividends are declared or paid, or set apart for payment, on the shares of Common Stock and to receive participating dividends upon the declaration or payment, or setting apart for payment, of dividends on the shares of Common Stock, as provided in Part A, the holders of shares of Common Stock shall be entitled to receive dividends, when and as declared payable from time to time by the Board of Directors, out of Available Net Income for the preceding calendar year or out of the accumulated earned surplus of the corporation for prior calendar years legally available therefor, provided that:

(A) So long as there shall remain outstanding under the corporation's General Mortgage to Harris Trust and Savings Bank, Trustee, dated as of January 1, 1944, any of the corporation's General Mortgage Bonds, no dividend shall be declared or paid, or set apart for payment, on the shares of Common Stock unless and until the corporation shall deposit with the Trustee under said Mortgage, as and for a sinking fund for the retirement of such bonds, an amount equal to 50% of such dividend or, in the event the dividend is payable in stock, 50% of the amount to be transferred from surplus to capital stock account in respect thereof; and

(B) After the retirement of all of said General Mortgage Bonds, and continuing so long as any shares of Preferred Stock shall remain outstanding, no dividend shall be declared or paid, or set apart for payment, on the shares of Common Stock unless and until there shall have been paid into the sinking fund for the retirement of shares of Preferred Stock as provided in Part A an amount equal to 50% of such dividend or, in the event the dividend is payable in stock, 50% of the amount to be transferred from surplus to capital stock account in respect thereof."

and by deleting the paragraph entitled "Voting Rights" and substituting the following therefor:

"Voting Rights. Subject to the provisions of Parts A, *B and D* hereof, each holder of one or more shares of Common Stock shall be entitled to one vote for each share of such stock held by him at all meetings of stockholders of the corporation."

"PART D—General Provisions" of Section 3 of Article IV is amended by deleting subparagraph (e) of the paragraph entitled "Issuance and Retirement of Stock" and substituting the following therefor:

"(e) Subject to the provisions of Part A *and Part B* hereof and to any approval of the Interstate Commerce Commission or other public regulatory body required by law, the authorized but unissued shares of any series or class of stock of the corporation and the shares of any series or class of stock purchased, redeemed, converted, exchanged or otherwise acquired by the corporation, may be issued, sold or otherwise disposed of by the corporation for such amount of consideration (not less than the par value of shares having a par value) and upon such other terms and conditions as the Board of Directors may by resolution from time to time fix and determine in connection with the issue, sale or other disposition thereof."

and by deleting the paragraph entitled "Voting" and substituting the following therefor:

"Voting. Subject to the provisions of Part A *and Part B* hereof, each holder of record of shares of any series or class of stock entitled to vote at any meeting of stockholders, or at any meeting of holders of any class of stock or of one or more series thereof, shall, as to all matters in respect of which such stock has voting power, be entitled to one vote for each share of such stock standing in his, her or its name on the books of the corporation, and may cast such vote in person or by proxy; except that (a) at each election of directors by a series or class of shares voting separately as a class, each holder of one or more shares of the series or class of stock entitled to vote thereat shall have the right to vote the number of shares owned by him for as many persons as there are directors to be elected at such election, or to cumulate such votes and give one candidate as many votes as the number of directors to be elected at such election multiplied by the number of his shares shall equal, or to distribute them on the same principle among as many candidates as he shall think best, and (b) at each other election of directors each holder of one or more shares of any series or class of stock entitled to vote thereat shall have the right to vote or cumulate his votes on the same principle as provided in the case of class voting."

and by deleting the paragraph entitled "Record Dates" and substituting the following therefor:

"Record Dates. The Board of Directors shall have power to close the stock transfer books of the corporation for a period not exceeding 50 days preceding the date of any meeting of stockholders or the date for payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of capital stock shall go into effect or for a period of not exceeding 50 days in connection with obtaining the consent of stockholders for any purpose; provided, however, that in lieu of closing the stock transfer books as aforesaid, the By-Laws may fix or authorize the Board of Directors to fix in advance a date, not exceeding 50 days, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise such rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be holders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid; *further provided, that the record date for dividend and redemption payments on Preference Shares shall be 10 days preceding the date for payment thereof.*"

A-17

STATE OF WISCONSIN } ss.
Department of State
Received this 2nd day of August A. D. 19 77 at 10 o'clock a. M. and recorded in Vol. 50 of RRM on page 504-513.
Douglas La Follette
Secretary of State

SOO LINE RAILROAD COMPANY

UCC-3 Financing Statement

In Owen, Clark County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the Southwest Quarter of the Northeast Quarter of Section 36, Township 29 North, Range 2 West.
(lying between the most Easterly side track & the Easterly R.O.W. line, bounded on the West by Central Ave. extended North, and extending approximately 500 feet Southeasterly.)

STATE OF WISCONSIN } ss.
Department of State
Received this 25th day of October A. D. 19 77 at 8 o'clock A. M. and recorded in Vol. 50 of RRM on page 513.
FILING #35
Douglas La Follette
Secretary of State

EASEMENT DEED NO. 80471

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of THREE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS ($365.00), grants a permanent easement for street or highway purposes, and for no other use or purpose whatsoever, to the CITY OF EAU CLAIRE, WISCONSIN, GRANTEE, over, upon, under and across the following described real estate situated in the City of Eau Claire, County of Eau Claire, and the State of Wisconsin, to wit:

That part of Grantor's land in the south half of Section 17, T 27 N, R9W, City of Eau Claire, Eau Claire County, Wisconsin, described in two parts as follows:

Part I:

Commencing at a point 40 feet left of Station 3 + 52.32 of the Madison Street reference line, said point being the point of beginning, thence along the arc of a curve having a radius of 716 feet the long chord of which is

N. 62° 34' 36" W. 21.06 feet to a point 57.07 feet left of Station 3 + 40 of the Madison Street reference line, thence N. 60° 25' 14" E. 25.07 feet to a point 58.32 feet left of Station 3 + 65.03 of the Madison Street reference line, thence S. 0° 39' 15" E. 20.39 feet to a point 40 feet left of Station 3 + 56.06 of the Madison Street reference line, thence S. 63° 15' 45" W. 3.74 feet to the point of beginning.

Part II:

That land lying south of the existing south right of way line of Madison Street reference line, thence continuing in a northeasterly direction to a point 14.53 feet right of Station 5 + 64 of the Madison Street reference line being on a northerly property line of the Grantor.

The above stations are located on the following described reference line:

Beginning at the centerlines of Farwell Street and Madison Street, said point being approximately 34 feet north and 40 feet west of the NW corner of Lot 6, Block 18, Huyssen, Marfield, Galloway and Meredith's Addition to the City of Eau Claire, Wisconsin, thence N. 79° 48' 45" E. 27.33 feet
thence N. 63° 15' 45" E. 737.27 feet
thence N. 70° 39' 45" E. 297.90 feet
thence N. 88° 36' 45" E. 26.28 feet
thence N. 0° 39' 15" W. 987.55 feet
thence N. 89° 28' 45" E. 165.00 feet
to a point approximately 33 feet north of the northeast corner of Lot 2, Block 3, Putnam, McGraw and Dwight's Addition to the City of Eau Claire.

Said parcel, exclusive of lands already in use for highway purposes, contains 1,052 square feet more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind wahtsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

DATED this 14th day of July, 1977.

Signed, Sealed and Delivered in Presence of:

M. F. Chatterton (SIGNED)

Dorthelia Bryant (SIGNED)

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

(SEAL)

By Robert W. Mickey (SIGNED)
Assistant Vice President

Attest Diane Kohler-Rausch (SIGNED)
Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County amd State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Diane Kohler-Rausch, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are seubscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act

and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at such Notary Public, at Chicago, Illinois, this 14th of July, 1977.

Richard S. Kennerley (SIGNED)
Notary Public, in and for the County of Cook
in the State of Illinois

My Commission Expires: November 8, 1980.

(SEAL)

STATE OF WISCONSIN
Department of State } ss.

Received this 16th day of August A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R R M on page 513-515

Secretary of State

STATE OF WISCONSIN
Department of State } ss.

Received this 7th day of November A. D. 19 77 at 2 o'clock P. M. and recorded in Vol. 50 of Railroad Mortgages on page 515

Secretary of State

FILING # 310

SOO LINE RAILROAD COMPANY

UCC-3 FINANCING STATEMENT

In Thorp, Clark County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the Northwest Quarter of the Southeast Quarter, and in the Southwest Quarter of the Southeast Quarter, Section 25, Township 29 North, Range 4 West. (North of tracks between 2nd Street and 3rd Street.)

EASEMENT

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of TWO HUNDRED FIFTY DOLLARS ($250.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, 4802 Sheboygan Avenue, Madison, Wisconsin 53702, Grantee, an easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in, on, over and across the following described lands, to-wit:

A parcel of land in Monroe County, State of Wisconsin, in Township 17 North, Range 1 East, Section 6 in the Southeast Quarter Southwest Quarter and the Southwest Quarter Southeast Quarter thereof.

Said parcel includes all that land of the owner contained within the following described traverse:

Commencing in said Section 6 at a point located North 67° 13'08" West 1048.51 feet from the South Quarter Corner of said Section 6; thence South 89°58'09" West 737.70 feet to a point; thence North 00°01'51" West 50.00 feet to a point; thence North 89°58'09" East 200.00 feet to a point; thence North 85°43'12" East 674.85 feet to a point; thence North 89°58'09" East 459.78 feet to a point on the southwesterly right of way line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said point being the point of beginning; thence North 89°58'06" East 211.94 feet to a point on the northeasterly right of way line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 60°26'52" East 405.13 feet along said northeasterly right of way line to a point; thence South 89°58'03" West 202.57 feet to a point on the southwesterly right of way line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence North 60°26'56" West 251.89 feet along said right of way line to a point; thence continuing along said right of way line North 62°05'33" West 161.47 feet to the point of beginning.

Said parcel contains 0.95 of an acre, more or less.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944 executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee, and all mortgages supplementary thereto.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abondonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all right and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the Said Grantor has caused to be set its corporate seal and these presents to be signed by its VICE President and by its Assistant Secretary on this OCTOBER 6, 1977.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By: E. J. Stoll (SIGNED)
Vice President

ATTEST: (SEAL)

By: G. G. Grudnowski (SIGNED)
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this OCTOBER 6, 1977

E. J. STOLL, VICE PRESIDENT and G. G. GRUDNOWSKI, ASSISTANT Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VICE PRESIDENT and ASSISTANT Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL)

RAYMOND H. KEEGAN (Signed)
Notary Public, Cook County, Ill
My Commission Expires Nov, 30, 1979

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of November A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of Railroad Mortgages on page 515-516
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of state of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS----------

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the County of Bayfield, and the State of Wisconsin--

and described as follows, to wit:

All that part of the Chicago and North Western Transportation Company right of way in Government Lots 3 and 4, Section 5, the NE¼-NE¼, Section 8 and Government Lots 1, 2 and 3, Section 9 all in T 49 N, R 4 W, lying within the boundary for STH 13 right of way which is described as follows:

Commencing at the northeast corner of Section 8, T 49 N, R 4 W, thence S 1° 17' 41" W, 1104.50 feet along the east line of said Section 8 to a point of intersection with the centerline of STH 13, the place of beginning, thence N 21° 35' 29" W, 4035.71 feet along the centerline of said STH 13, thence N 68° 24' 31' E, 43.0 feet, thence S 21° 35' 29" E, 5548.94 feet to the point of curvature of a 0° 49' 41" curve right, thence along the arc of said curve right 163.54 feet, thence S 68° 36' 45" W, 15.0 feet to the point of curvature of a 0° 49' 48" curve right whose tangent bears S 20° 14' 05" E, thence along the arc of said curve right 301.22 feet, thence N 72° 15' 55" E, 15.0 feet , to the point of curvature of a 0° 49' 41" curve right whose tangent bears S 17° 44' 05" E, thence along the arc of said curve right 235.07 feet, thence S 74° 12' 43" W, 43.0 feet to the point of curvature of a 0° 50' curve left whose tangent bears N 15° 47' 17" W, thence along the arc of said curve left 696.42 feet, thence N 21° 35' 29" W, 1513.23 feet to the place of beginning.

ALSO:

All that part of the Chicago and North Western Transportation Company right of way in Government Lot 2, Section 4, T 49 N, R 4 W, Government Lots 1 and 3, Section 27, T 50 N, R 4 W, NE¼ - NE¼, SE ¼ - NE¼ Government Lot 1, Section 28, T 50 N, R 4 W, Government Lots 1, 2, 3 and the SW¼ - SW¼, Section 33, T 50 N, R 4 W, and Government Lot 1, Section 34, T 50 N, R 4 W, lying within the boundary for STH 13 right of way which is described as follows:

Commencing at the northwest corner of Section 27, T 50 N, R 4 W, thence S 89° 13' 29" E, 603.27 feet along the north line of said Section 27 to a point of intersection with the centerline of STH 13, thence S 33° 31' 11" W, 846.94 feet along the centerline of said STH 13 to the place of beginning, thence S 55° 41' 56" E, 55.0 feet, thence s 34° 18' 04" W, 616.59 feet to the point of curvature of a 4° 53' 08" curve left, thence along the arc of said curve left 94.85 feet, thence S 21° 56' 49" W, 119.26 feet to the point of curvature of a 2° 58' 08" curve left whose tangent bears S 29° 02' 39" W, thence along the arc of said curve left 1985.85 feet, thence S 29° 54' 45" e, 400.0 feet, thence S 13° 12' 48" E, 104.40 feet, thence S 29° 54' 45" E, 172.28 feet to the point of curvature of a 3° 04' 50" curve right, thence along the arc of said curve right 486.90 feet, thence S 75° 00' 38" W, 41.0 feet to the point of curvature of a 1° 57' 56" curve right whose tangent bears S 14° 12' 48" e, thence along the arc of said curve right 598.66 feet, thence S 2° 26' 44" E, 102.11 feet to the point of curvature of a 1° 28' 50" curve right, thence along the arc of said curve right 661.96 feet, thence S 7° 21' 14" W, 219.76 feet to the point of curvature of a 2° 36' 22" curve right, thence along the arc of said curve right 282.49 feet, thence S 18° 08' 31" W, 519.86 feet to the point of curvature of a 3° 01' 54" curve right, thence along the arc of said curve right 560.66 feet, thence S 35° 11' 28" W, 887.60 feet to the point of curvature of a 2° 31' 19" curve right, thence along the arc of said curve right 586.88 feet, thence S 50° 06' 59" W, 931.80 feet to the point of curvature of a 1° 30' 28" curve right, thence along the arc of said curve right 331.64 feet thence S 55° 08' 20" W, 1214.30 feet to the point of curvature of a 3°01'54" curve right, thence along the arc of said curve right 472.25 feet, thence S 69° 44' 08" W, 598.81 feet to the point of curvature of a 1° 59' 10" curve left, thence along the arc of said curve left 125.89 feet, thence S 83° 59' 28" W, 106.31 feet, to the point of curvature of a 1° 57' 33" curve left whose tangent bears S 60° 02'45" W, thence along the arc of said curve left 251.57 feet, thence S 65° 27' 24" W, 133.48 feet, thence N 24° 32' 36" W, 52.0 feet to the point of curvature of a 0° 45' curve right whose tangent bears N 65° 27' 24" E, thence along the arc of said curve right 555.60 feet, to a point that is located S 89° 13' 26" E, 1055.77 feet from the northwest corner of Section 4, T 49 N, R 4 W, thence continuing along the arc of said 0° 45' curve right 37.28 feet, thence N 69° 54' 12" E 674.40 feet to the point of curvature of a 4° 00' curve left, thence along the arc of said curve left 366.21 feet, thence N 55° 15' 18" E 1294.98 feet to the point of curvature of a 1° 00' curve left, thence along the arc of said curve left 460.93 feet, thence N 50° 38' 45" E, 353.78 feet to the point of curvature of a 1° 00' curve left, thence along the arc of said curve left 383.18 feet, thence N 46° 48' 50" E, 130.26 feet to the point of curvature of a 2° 45' curve left, thence along the arc of said curve oeft 361.51 feet, thence N 36° 52'20" E, 477.52 feet to the point of curvature of a 0° 30' curve left, thence along the

arc of said curve left 489.86 feet thence N 34° 25' 16" E, 55.57 feet to the point of curvature of a 5° 00' curve left, thence along the arc of said curve left 237.20 feet, thence N 22° 33' 46" E, 224.40 feet to the point of curvature of a 1° 20' curve left, thence along the arc of said curve left 349.89 feet, thence N 17° 53' 52" E, 107.70 feet to the point of curvature of a 2° 40' curve left, thence along the arc of said curve left 395.34 feet, thence N 7° 21' 19" E, 219.76 feet to the point of curvature of 1° 30' curve left, thence along the arc of said curve left 653.39 feet, thence N 2° 26' 44" W, 102.11 feet to the point of curvature of a 2° 00' curve left, thence along the arc of said curve left 948.81 feet, thence N 21° 25' 19" W, 166.77 feet to the point of curvature of a 2° 40' curve left, thence along the arc of said curve left 349.24 feet, thence N 30° 44' 05" W, 304.62 feet to the point of curvature of a 4° 40' curve right, thence along the arc of said curve right 376.39 feet, thence N 13° 10' 11" W, 228.06 feet to the point of curvature of a 4° 00' curve right, thence along the arc of said curve right 497.78 feet to the point of curvature of a 2° 00' curve right whose tangent bears N 6° 44' 28" E, thence along the arc of said 2° 00' curve right 724.41 feet. thence N 21° 13' 45" E, 112.31 feet to the point of curvature of a 4° 40' curve right, thence along the arc of said curve right 280.12 feet, thence N 34° 18' 04" E, 616.59 feet to the place of beginning.

Said parcels contain 6.0 acres more or less exclusive of lands previously acquired or now used for highway purposes.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 4th day of OCTOBER A.D., Nineteen Hundred and Seventy-Seven.

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By Paul J. Weir (SIGNED)
VICE PRESIDENT

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS

GORDON McKEE (SIGNED)

P. J. Moran (SIGNED)

ATTEST:

R. J. HILL (SIGNED)
SECRETARY

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, ELLIS A. BROCK , a Notary Public, duly commissioned and qualified in and for the county and State aforesaid and residing therein, DO HEREBY CERTIFY that PAUL J. WEIR and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th day of OCTOBER A.D., Nineteen Hundred and Seventy-Seven.

ELLIS A. BROCK (SIGNED)
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

(SEAL)

My Commission as such Notary Public Expires: OCTOBER 3, 1981

STATE OF WISCONSIN
Department of State } ss.
Received this 15th day of November A.D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R B M on page 517-518
Douglas La Follette
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of the Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369 to 424, inclusive, as supplemented and amended.

FOR AND IN CONSIDERATION of One Dollar ($1.00) and oter good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY AND QUITCLAIM to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS ----------

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the County of Bayfield, and the State of Wisconsin----------

OVER!

Commencing at the northeast corner of Section 8, T 49 N, R 4 W, thence S 1° 17' 41" W, 1104.50 feet along the east line of said Section 8 to a point of intersection with the centerline of STH 13, the place of beginning, thence N 21° 35' 29" W, 4035.71 feet along the centerline of said STH 13, thence N 68° 24' 31" E, 43.0 feet, thence S 21° 35' 29" E, 5548.94 feet to the point of curvature of a 0° 49' 41" curve right, thence along the arc of said curve right 163.54 feet, thence S 68° 36' 45" W, 15.0 feet to the point of curvature of a 0° 49' 48" curve right whose tangent bears S 20° 14' 05" E, thence along the arc of said curve right 301.22 feet, thence N 72° 15' 55" E, 15.0 feet, to the point of curvature of a 0° 49' 41" curve right whose tangent bears S 17° 44' 05" E, thence along the arc of said curve right 235.07 feet, thence S 74° 14' 43" W, 43.0 feet to the point of curvature of a 0° 50' curve left whose tangent bears N 15° 47' 17" W, thence along the arc of said curve left 696.42 feet, thence N 21° 35' 29" W, 1513.23 feet to the place of beginning.

ALSO:

All that part of the Chicago and North Western Transportation Company right af way in Government Lot 2, Section 4, T 49 N, R 4 W, Government Lots 1 and 3, Section 27, T 50 N, R 4 W, NE1/4 - NE1/4, SE1/4 - NE1/4, Government Lot 1, Section 28, T 50 N, R 4 W, Government Lots 1, 2, 3 and the SW1/4 - SW1/4, Section 33, T 50 N, R 4 W, and Government Lot 1, Section 34, T 50 N, R 4 W, lying within the BOUNDary for STH 13 right of way which is described as follows:

Commencing at the northwest corner of Section 27, T 50 N, R 4 W, thence S 89° 13' 29" E, 603.27 feet along the north line of said Section 27 to a point of intersection with the centerline of STH 13, thence S. 33° 31' 11" W, 846.94 feet along the center line of said STH 13 to the place of beginning, thence S 55° 41' 56" E, 55.0 feet, thence S 34° 18' 04" W, 616.59 feet to the point of curvature of a 4° 53' 08" curve left, thence along the arc of said curve left 94.85 feet, thence S 21° 56' 49" W, 119.26 feet to the point of curvature of a 2° 58' 08" curve left whose tangent bears S 29° 02' 39" W, thence along the arc of said curve left 1985.85 feet, thence S 29° 54' 45" E, 400.0 feet, thence S 13° 12' 48" E, 104.40 feet, thence S 29° 54' 45" E. 172.28 feet to the point of curvature of a 3° 04' 50" curve right, thence along the arc of said curve right 486.90 feet, thence S 75° 00' 38" W, 41.0 feet to the point of curvature of a 1° 57' 56" curve right whose tangent bears S 14° 12' 48" E, thence along the arc of said curve right 598.66 feet, thece S 2° 26' 44" E, 102.11 feet to the point of curvature of a 1° 28' 50 " curve right, thence along the arc of said curve right 661.96 feet, thence S 7° 21' 19" W, 219.76 feet to the point of curvature of a 2° 36' 22" curve right, thence along the arc of said curve right 282.49 feet, thence S 18° 08' 31" W, 519.86 feet to the point of curvature of a 3° 01' 54" curve right, thence along the arc of said curve right 560.66 feet, thence S 35° 11' 28" W, 887.60 feet to the point of curvature of a 2° 31' 19" curve right, thence along the arc of said curve right 586.88 feet, thence S 50° 06' 59" W, 931.80 feet to the point of curvature of a 1° 30' 28" curve right, thence along the arc of said curve right 331.64 feet, thence S 55° 08' 20" W, 1214.30 feet to the point of curvature of a 3° 01" 54" curve right, thence along the arc of said curve right 472.25 feet, thence S 69° 44' 08" W, 598.81 feet to the point of curvature of a 1° 59' 10" curve left, thence along the arc of said curve left 125.89 feet, thence S 83°59'28" W, 106.31 feet, to the point of curvature of a 1° 57' 33" curve left whose tangent bears S 60° 02' 45" W, thence along the arc of said curve left 25.157 feet, thence S 65° 27' 24" W, 133.48 feet, thence N 24° 32' 36" W, 52.0 feet to the point of curvature of a 0° 45' curve right whose tangent bears N 65° 27' 24" E, thence along the arc of said curve right 555.60 feet, to a point that is located S 89° 13' 26" E, 1055.77 feet from the northwest corner of Section 4, T 49N, R 4 W, thence continuing along the arc of said 0° 45' curve right 37.28 feet, thence N 69° 54' 12" E 674.40 feet to the point of curvature of a 4° 00' curve left, thence along the arc of said curve left 366.21 feet, thence N 55° 15' 18" E 1294.98 feet to the point of curvature of a 1° 00' curve left, thence along the arc of said curve left

460.93 feet, thence N 50° 38' 45" E, 353.78 feet to the point of curvature of a 1° 00' curve left, thence along the arc of said curve left 383.18 feet, thence N 46° 48' 50" E, 130.26 feet to the point of curvature of a 2° 45' curve left, thence along the arc of said curve left 361.51 feet, thence N 36° 52' 20" E, 477.52 feet to the point of curvature of a 0° 30' curve left, thence along the arc of said curve left 489.86 feet thence N 34° 25' 16" E, 55.57 feet to the point of curvature of a 5° 00' curve left, thence along the arc of said curve left 237.20 feet, thence N 22° 33' 46" E, 224.40 feet to the point of curvature of a 1° 20' curve left, thence along the arc of said curve left 349.89 feet, thence N 17° 53' 52" E, 1077.70 feet to the pint of curvature of a 2° 40' curve left, thence along the arc of said curve left 395.34 feet, thence N 7° 21' 19" E, 219.76 feet to the point of curvature of 1° 30' curve left, thence along the arc of said curve left 653.39 feet, thence N 2° 26' 44" W, 102.11 feet to the point of curvature of a 2° 00' curve left, thence along the arc of said curve left 948.81 feet, thence N 21° 25' 19" W, 166.77 feet to the point of curvature of a 2° 40' curve left, thence along the arc of siad curve left 349.24 feet, thence N 30° 44' 05" W, 304.62 feet to the point of curvature of a 4° 40' curve right, thence along the arc of said curve right 376.39 feet, thence N 13° 10' 11" W, 228.06 feet to the point of curvature of a 4° 00' curve right, thence along the arc of said curve right 497.78 feet to the point of curvature of a 2° 00' curve right whose tangent bears N 6° 44' 28" E, thence along the arc of said 2° 00' curve right 724.41 feet, thence N 21° 13' 45" E, 112.31 feet to the pint of curvature of a 4° 40' curve right, thence along the arc of said curve right 280.12 feet, thence N 34° 18' 04" E, 1616.59 feet to the place of beginning.

Said parcels contain 6.0 acres more or less exclusive of lands previously acquired or now used for highway purposes.

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS ----------

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continunity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its ASSISTANT Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 19th day of SEPTEMBER, 19 77.

(SEAL)

ATTEST:

MANUFACTURERS HANOVER TRUST COMPANY

By D. A. URSITTI, JR. (SIGNED)
Its ASSISTANT Vice President

J. C. Knight (SIGNED)
Its ASSISTANT Trust Officer

Signed, Sealed and Delivered
in Presence of:

W. B. DODGE (signed)

W. F. TOBIN (signed)

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, FRANCIS J. GRIPPO, a Notary Public in

and for said City and County of New York in the State of New York, do hereby certify that D. A. URSITTI, JR. and T. C. KNIGHT, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice Predisent and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company

GIVEN under my hand and official seal this 19th day of SEPTEMBER A.D. Nineteen Hundred and Seventy-Seven.

FRANCIS J. GRIPPO (signed)

My Commission Expires:

(SEAL)

STATE OF WISCONSIN, Department of State, ss.
Received this 19th day of November A. D. 19 77 at 10 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 519-521
Douglas La Follette Secretary of State

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

UCC-3 FINANCING STATEMENT

In City of Jefferson, Jefferson County, Wisconsin, described as follows:

Chicago and North Western Transportation Company Right of Way and Station Grounds in Lot 1 of Block 15, City of Jefferson.

STATE OF WISCONSIN, Department of State, ss.
Received this 29th day of November A. D. 19 77 at 8 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 521
Douglas La Follette Secretary of State
FILING #37

STATE OF WISCONSIN, Department of State, ss.
Received this 29th day of November A. D. 19 77 at 8 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 521
Douglas La Follette Secretary of State
FILING #38

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

UCC-3 FINANCEING STATEMENT

In Palmyra, Jefferson Company, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul and Pacific Railroad Company Right of Way and Station Grounds, in the Northeast Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 16 East. (Between Troy Road and East Main Street)

STATE OF WISCONSIN, Department of State, ss.
Received this 29th day of November A. D. 19 77 at 8 o'clock A. M. and recorded in Vol. 50 of R.R.M. on page 521
Douglas La Follette Secretary of State
FILING #39

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

UCC-3 FINANCING STATMENT

In Sullivan, Jefferson County, Wisconsin, described as follows:

Chicago and North Western Transportation Company Right of Way and Station Grounds, in the Southwest Quarter of the Southwest Quarter of Section 3, Township 6 North, Range 16 East. (Part of r.o.w. adjacent to & East of Je Jefferson Ave.)

In Mappleton, Waukesha County, Wisconsin, described as follows:

Chicago and North Western Transportation Company Right of Way and Station Grounds, in the Northeast Quarter of the Northeast Quarter of Section 10, Township 8 North, Range 17 East.

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD CO.

UCC-3 Financing Statement

In Spring Green, Sauk County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul and Pacific Railroad Company Right of Way and Station Grounds; in the Southeast Quarter of the Southwest Quarter, Section 7, Township 8 North, Range 4 East. (North of tracks between Lexington Street on West and Worcester Street on East.)

Termination filed 10/27/80 Filing #87

STATE OF WISCONSIN / Department of State / ss.
Received this 9th day of December A. D. 19 77 at 8 o'clock A.M. and recorded in Vol. 50 of RRM on page 522
Douglas La Follette Secretary of State
FILING #40

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, Between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto NEKOOSA PAPERS INC, a Wisconsin corporation, with its principal place of business at 100 Wisconsin River Drive, Port Edwards, Wisconsin 54469. ----------

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Wood, and the State of Wisconsin----------

and described as follows, to wit:

That part of the South 33 feet of Government Lot 4 in Section 24, Township 22 North, Range 5 East of the Fourth Principal Meridian, lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured radially, from the centerline of the main track (now removed) of the Princeton and Northwestern Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 24.

ALSO: A strip of land 100 feet in width extending over and across Government Lots 1, 2, 3, and 4 in Section 25; the North 40 feet of Government Lot 3, in Section 36, all in Township and Range aforesaid, said strip of land being 50 feet in width on each side of the centerline of the main track (now removed) of said Transportation Company, as said main track center line was originally located and established over and across said Section 25 and 36.

ALSO: That part of Government Lot 3 in said Section 36, bounded and described as follows: Beginning at an iron pipe stake on the Southerly line of Letendre Avenue (Wisconsin State Trunk Highway 54), which is S00° 11' 58" E 40.00 feet, and N 89° 48' 02" E 258.34 feet from the P-K nail at the West Quarter corner of said Section 36; thence continue N 89° 48' 02" E. along the Southerly line of Letendre Avenue a distance of 100.04 feet to an iron pipe; thence S 01° 38' 58" E a distance of 770.52 feet to an iron pipe; thence Northerly along a curve concave to the West and having a radius of 1005.00 feet and a central angle of 11° 05' 04" (the long chord of which curve bears N 07° 11' 30" W and has a length of 194.12 feet) an arc distance of 194.43 feet to a point of tangency; thence N 12° 44' 02" W a distance of 422.62 feet to an iron pipe; thence N 01° 38' 58" W a distance of 165.09 feet to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 17th day of NOVEMBER, A.D., Nineteen Hundred and Seventy-Seven.
ve

THE FIRST NATIONAL BANK OF CHICAGO,
AS Trustee as aforesaid,

By J. R. GRIMES (signed)
Vice President

(SEAL)

ATTEST:

J. H. Schmeltzer (signed)
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

R. E. SCHUTEN (signed)

R. C. KECH (signed)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, T. BRUNK a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. GRIMES and J. H. SCHMELTZER to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally, depose and say that J. R. GRIMES resides IN CHICAGO, IL and that J. H. SCHMELTZER resides IN CHICAGO, IL and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Assocaition, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 17th day of NOVEMBER A.D., Nineteen Hundred and Seventy-Seven.

STATE OF WISCONSIN / Department of State / ss.
Received this 13th day of December A. D. 19 77 at 10 o'clock A.M. and recorded in Vol. 50 of RRM on page 522-523
Douglas La Follette Secretary of State

T. BRUNK
NOTARY PUBLIC
IN AND FOR THE County of Cook, in the State of Illinois.

(SEAL)

My Commission as such
Notary Public Expires: SEP 17, 1979

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto PAGEL CONSTRUCTION COMPANY, INC.----------

and described

A st
the South Hall
and the Northe
Township 21 No
said strip of
center line of
North Western
Transportation
ginally located and established over and across said Section 9.----

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Portage, and the State of Wisconsin.---

OVER----------

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its anme to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 17th day of NOVEMBER , A. D., Nineteen Hundred and Seventy-Sewenty-Seven.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

By J. R. GRIMES (signed)
Vice President

ATTEST:

J. H. SCHMELTZER (signed)
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

R. E. SCHUTEN (signed)

R. C. KECH (signed)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, T. BRUNK a Notary Pulic, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. GRIMES and J. H. SCHMELTZER to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J. R. GRIMES resides IN CHICAGO, IL and that J. H. SCHMELTZER resides IN CHICAGO, IL a and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereun to set my hand and affixed my official seal as such Notary Public, at Chicago, ILlinois, this 17th day of NOVEMBER A.D., Nineteen Hundred and Seventy-Seven.

T. BRUNK

in and for the County
the State of ILLINOIS

My Commission as such
Notary Public Expires: SEP 17 1979

STATE OF WISCONSIN)
Department of State) ss.
Received this 15th day of December A. D. 19 77 at 10 o'clock a M. and recorded in Vol. 50 of R R M on page 524-525
Secretary of State

(GENERAL MORTGAGE RELEASE NO. 1298)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee"), as Trustee under General Mortgage dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called"Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5 , 1945, duly recorded in the office of Secretary of State in Book 39 , of R.R Mortgages , at page 85 , et seq. .

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY And QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever, which said Trustee may now or hereafter have, or claim to have acquired in, under, through, or by virtue of said General Mortgage, and all mortgages supplementary thereto, in and to that certain property situated at Orfordville , in the County of Rock , State of Wisconsin , which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 30th day of NOVEMBER , A.D. 19 77.

SEAL

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

By R. S. Stam (Signed)
Vice President

ATTEST OR COUNTERSIGNED:

By R. G. MASON (signed)
Assistant Secretary

WITNESSED BY:

C. Potter (signed)

L.D. Lewis (signed)

APPENDIX I

Real estate situated at Orfordville, Rock County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A 67 foot wide strip of land in the Northwest Quarter Northeast Quarter of Section 24, Township 2 North, Range 10 East, Southerly of and contiguous to the southerly line of Block 6 and the northwesterly and southeasterly extensions thereof in the Original Plat of the Village of Orfordville; bounded on the West by the southerly production of the centerline of Clark Street, bounded on the East by the southerly production of the centerline of Center Steeet, and bounded on the

South by a line 33 feet northerly of, measured at right angles to and parallel with, the centerline of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track as now there established, containing 44,387 square feet of land, more or less.

* * * * * * * * *

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and, reserving unto the Trustee the lien of the General Mortgage upon the right reserved by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, without entering upon, using or damaging the surface of said property, to explore for and dispose of such oil, gas and minerals as there may be upon said property.

* * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing General Mortgage Release No. 1298.

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By R. S. STAM (signed)
Vice President

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 30th day of NOVEMBER, A.D. 19 77, R.S. STAM a Vice President, and R. G. MASON AN Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

SEAL

LAVETTE C. SEAY (signed)
Notary Public in and for the State of Illinois, County of Cook

My Commission expires NOVEMBER 29, 1980

STATE OF WISCONSIN
Department of State } ss.
Received this 16th day of December A. D. 19 77 at 10 o'clock A.M. and recorded in Vol. 50 of RRM on page 525-526
Douglas La Follette
Secretary of State

(FIRST MORTGAGE RELEASE NO. 1298)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said Continental Illinois National Bank and Trust Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State, in Book 39 of R.R. Mortgages, at page 15 et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, alll of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Orfordville in the County of Rock, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents hereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Trust Officers this 29 day of NOVEMBER A.D. 19 77.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

SEAL

By M. J. KRUGER (Signed)
Vice President

ATTEST OR COUNTERSIGNED:

By TERRY L. McROBERTS (Signed)
Trust Officer

WITNESSED BY:

W. J. BARRETT (Signed)

E. D. BUTLER (Signed)

Real estate situated at Orfordville, Rock County, Wisconsin, which real estate is more particularly described as follows, to-wit:

A 67 foot wide strip of land in the Northwest Quarter Northeast Quarter of Section 24, Township 2 North, Range 10 East, southerly of and contiguous to the southerly line of Block 6 and the northwesterly and southeasterly extensions thereof in the Original Plat of the Village of Orfordville; bounded on the West by the southerly production of the centerline of Clark Street, bounded on the East by the southerly production of the centerline of Center Street, and bounded on the South by a line 33 feet northerly of, measured at right angles to and parallel with, the centerline of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track as now there established, containing 44,387 square feet of land, more or less.

* * * * * * * * * *

EXCEPTING, however, the oil, gas, minerals and mineral rights pertaining to the above-described property and, RESERVING unto the Trustee the lien of the First Mortgage upon the right reserved by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, without entering upon, using or damaging the surface of said property, to explore for and dispose of such oil, gas and minerals as there may be upon said property.

* * * * * * * * * *

The foregoing Appendix 1, consisting of one (1) page, is the Appendix 1 referred to in and which forms a part of the foregoing First Mortgage Release No. 1298.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By M. J. FRUGER (Signed)
Vice President

528

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 29th day of NOVEMBER, A.D. 19 77, M. J. FRUGER, a Vice President, and TERRY L. McROBERTS, a Trust Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Trust Officer of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said antional banking association, by its authority.

PEARL I. OSTROFF (Siged)
Notary Public in and for the
State of Illinois, County of Cook.

My Commission expires JANUARY 19, 1977

SEAL

STATE OF WISCONSIN)
Department of State) ss.
Received this 16th day of December A. D. 19 77 at 10 o'clock a. M. and recorded in Vol. 50 of RRM on page 526-528
Douglas La Follette
Secretary of State

SOO LINE RAILROAD COMPANY

UCC-3 Financing Statement

In Barron, Barron County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the Southeast Quarter of the Northeast Quarter, Sec. 28, T 34 N, R 12 W; and in the Southwest Quarter of the Northwest Quarter, Sec. 27, T 34 N, R 12 W. (South of Soo Line tracks between 3rd and 7th Streets; North of Soo Line tracks between 7th and 9th Streets.)

STATE OF WISCONSIN)
Department of State) ss.
Received this 23rd day of December A. D. 19 77 at 8 o'clock a. M. and recorded in Vol. 50 of RRM on page 528
Douglas La Follette
Secretary of State
FILING #41

CHICAGO AND NORTH WESTERN TRANSPORTATION CO.

UCC-3 Financing Statement

In Brooklyn, Green County, Wisconsin, described as follows:

Chicago and North Western Transportation Co. Right of Way and Station Grounds; in the East 1/2 of Northeast 1/4, Sec. 1, T 4 N, R 9 E.

In Evansville, Rock County, Wisconsin, described as follows:

Chicago and North Western Transportation Co. Right of Way and Station Grounds; in the North 1/2 of Southeast 1/4, Sec. 27, T 4 North, Range 10 East. Westerly of main track and Southeasterly 790 feet of intersection of main track and North line of Southeast Quarter Section 27, Township 4 North, Range 10 East.

STATE OF WISCONSIN)
Department of State) ss.
Received this 23rd day of December A. D. 19 77 at 8 o'clock a. M. and recorded in Vol. 50 of RRM on page 528
Douglas La Follette
Secretary of State
FILING #42

ILLINOIS CENTRAL RIALROAD
UCC-3 Financing Statement

In Belleville, Dane County, Wisconsin, described as follows:

Illinois Central Railroad Right of Way and Station Grounds; in the SW 1/4 of the SE 1/4, Sec. 34, T 5 North, Range 8 East. (Between Vine and Park Streets bordering tracks).

STATE OF WISCONSIN)
Department of State) ss.
Received this 23rd day of December A. D. 19 77 at 8 o'clock a. M. and recorded in Vol. 50 of RRM on page 528
Douglas La Follette
Secretary of State
FILING #43

529

Authorization No. P-9641

EASEMENT DEED NO. 80651

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, A Delaware corporation, for the consideration of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the CITY OF MILWAUKEE, WISCONSIN, GRANTEE, over, upon, under and across the Following described real estate situated in the County of Milwaukee, and the State of Wisconsin, to wit:

That part of a 92 foot Railroad right of way of the Chicago and North Western Transportation Company being in Block 1 of J. A. Bacher's Subdivision in the Southeast Quarter of Section 5, Township 6 North, Range 22 East, described as follows: Commencing at a point in the south line of said Block 1 which point is in the westerly line of said Railroad right of way, said point also being a point in a curve and lying 164.63 feet due East of the southwest corner of said Block 1; running thence Northeasterly 4.02 feet along the arc of said curve which has a radius of 1491.69 feet with its center to the east and whose chord bears North 5°15'16" East, 4.02 feet to a point; thence due East parallel with the south line of Block 1 aforesaid, 92.43 feet to a point in the easterly line of said Railroad right of way and being a point in a curve; thence Southwesterly, 4.02 feet along the arc of said curve which has a radius of 1399.69 feet with its center to the east and whose chord bears South 5° 36' 04" West, 4.02 feet to a point in the south line of said Block 1; thence due West along the south line of Block 1 aforesaid, 92.40 feet to the point of commencement.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kinds whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in the first instance in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purposes.

DATED this 7th day of NOVEMBER, 1977. SEAL

Signed, Sealed and Delivered in Presence of:

M. E. CHATTERTON (Signed)

JANET SCOTT (Signed)

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By ROBERT W. MICKEY (Signed)
Assistant Vice President

Attest DIANE KOHLER-RAUSCH (Signed)
Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that ROBERT W. MICKEY and DIANE KOHLER-RAUSCH, to me personally known and known to me to be, respectively, ASSISTANT Vice President and ASSISTANT Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, ASSISTANT Vice President and ASSISTANT Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corpoation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 7th day of NOVEMBER, 1977.

RICHARD S. KENNERLEY (Signed)
Notary Public, in and for the County of Cook in the State of Illinois

SEAL

My Commission Expires: NOVEMBER 8, 1980.

STATE OF WISCONSIN)
Department of State) ss.
Received this 5th day of January A.D. 19 78 at 10 o'clock A M. and recorded in Vol. 50 of KRM on page 529-530
Secretary of State

ILLINOIS CENTRAL GULF RAILROAD COMPANY

to

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
Trustee

SUPPLEMENTAL INDENTURE

Dated as of October 1, 1949

To Consolidated Mortgage of Illinois Central
Railroad Company
Dated November 1, 1949

Providing for First Mortgage 6 1/2 % Bonds, Series J,
Due October 1, 2002

SUPPLEMENTAL INDENTURE, dated as of October 1, 1977, between ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation of the State of Delaware, hereinafter called the Company, party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, hereinafter called the Trustee, party of the second part.

Whereas, Illinois Central Railroad Company (hereinafter called the Railroad) heretofore excuted and delivered to the Trustee an Indenture, dated November 1, 1949 (hereinafter called the Indenture dated November 1, 1949), providing for the issuance from time to time of mortgage bonds of the Railroad (hereinafter sometimes called the Bonds); and

WHEREAS, the Railroad thereafter executed and delivered to the Trustee supplemental indentures dated December 14, 1951, June 1, 1952, August 1, 1952, January 1, 1954, July 1, 1954, August 1, 1954, September 15, 1954, January 10, 1958, August 16, 1963, March 18, 1966 and June 26, 1968; and

WHEREAS, the Railroad thereafter transferred substantially all of its propeties, subject to substantially all its liabilities, to the Company, and the Company executed and delivered to the Trustee a supplemental indenture dated as of August 10, 1972 whereby the Company assumed the due and punctual payment of the principal, premium, if any, and interest on all the Bonds and the performance and observance by the company of the covenants and conditions to be fulfilled or kept by the Railroad; and

WHEREAS, The Company thereafter executed and delivered to the Trustee a supplemental indenture dated as of October 15, 1974 whereby the Company mortgaged and pledged to the Trustee and subjected to the lien of the Consolidated Mortgage, as hereinafter defined, certain property formerly owned by the Gulf, Mobile & Ohio Ra-lroad Company; and

WHEREAS, the Indenture dated November 1, 1949, as amended and supplemented by the above-mentioned supplemental indentures is hereinafter called the Consolidated Mortgage and the terms defined therein are used herein; and

WHEREAS, there have been authenticated and delivered under the Consolidated Mortgage $3,972,000 principal amount of Consolidated Mortgage thirty Year 3 3/4% Bonds, Series A, due November 1, 1979, $5,519,000 principal amount of Consolidated Mortgage Thirty Year 3 3/4% Bonds, Series B, due November 1, 1979, $19,366,000 Principal amount of Consolidated Mortgage Twenty-Five Year 3 3/4% Series C, due November 1, 1974 (all of which have been retired), $25,000,000 principal amount ot Consolidated Mortgage Thiry Year 4 1/4% Bonds, Series D, due June 1, 1982, $62,000,000 principal amount of Consolidated Mortgage Thirty Year 3 7/8% Bonds, Series E, due August 1, 1982, $15,000,000 principal amounty of Consolidated Mortgage Thirty Year 3 3/4% Bonds, Series F, due January 1, 1984, $25,000,000 principal amount of First Mortgage Twenty-Six year 3 1/4% Bonds, Series G, due August 1, 1980, $60,000,000 principal amount of First Mortgage Thirty-Five Year 3 3/8% Bonds, Series H, due September 15, 1989, and $25,000,000 principal amount of First Mortgage 11 1/4% Bonds, Series I, due October 15, 1999; and

WHEREAS, the Illinois Industrial Pollution Control Financing Authority, a duly organized and validly existing body coporate and politic and a public instrumentality organized and existing under the laws of the State of Illinois (hereinafter called the Authorit7), proposes to issue and sell its Pollution Control Revenue Bonds, Series 1977 (Illinois Central Gulf Railroad Company Project) (hereinafter called the Series 1977 Revenue Bonds) pursuant to an Indenture of Trust dated as of October 1, 1977, between the Authority and the Northern Trust Company, Chicago, Illinois, as Trustee (said Indenture of Trust and said trustee being hereinafter called the Authority Indenture and the Authority Indenture Trustee, respectively) and to lend the proceeds from the sale of the Series 1977 Revenue Bonds to the Company pursuant to the terms of a Loan Agreement dated as of October 1, 1977 between the Company and the Authority (hereinafter called the Loan Agreement) to finance the acquistion, construction and equipping of certain pollution control facilities (hereinafter called the Project); and

WHEREAS, in order to repay the loan made pursuant to the loan Agreement and thereby to provide for the payment of principal of, premium. if any, and interest on the Series 1977 Bonds, the Compay desires to create, and to issue and deliver to the Authority Indenture Trustee, as assignee of the Authority, a new series of Bond, to be designated First Mortgage 6 1/2% Bonds, Series J due October 1, 2002 (hereinafter sometimes called the Bonds of Series JO, and desires by this Supplemental Indenture, as provided in Sections 1.07 and 16.01 (g) of the Consolidated Mortgage, to set forth the terms and provisions of the Bonds of Series J; and

WHEREAS, the execution and delivery of this Supplemental Indenture have in all respects been duly authorized and all conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement and to authorize the Bonds of Series J have been duly performed, done and complied with;

Now, THEREFORE, in consideration of the premises and of the mutual covenats herein contained and of the sum of $10 to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Company convenants and agrees to and with the Trustee for the equal and proportionate benefit and security of the holders of the Bonds as hereinafter set forth;

ARTICLE I.

Bonds of Series J.

SECTION 1.01. The Bonds of Series J shall be designated First Mortgage 6 1/2% Bonds, Series J, due October 1, 2002, shall be issuable at one time or from time to time, in accordance with the terms of the Consolidated Mortgage, and shall be dated as of October 1, 1977 except as otherwise provided in Section 1.08 of the Consolidated Mortgage in respect of registered bonds.

The Bonds of Series J (a) shall mature on October 1, 2002, (b) shall bear interest at the rate of 6 1/2% per annum, payable semi-annually on each April 1 and October 1 after the date thereof until the principal amount thereof shall become due and payable, and at the same rate per annum on any overdue principal and to the extent permitted by law, on any overdue instalments of interest; (c) shall be payable as to principal, premium, if any, and interest at the principal office f the authority Indenture Trustee or its successor in funds immediately available in the city in which such principal office is located, in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts; (d) shall be redeemable to the extent provided in Section 1.02 hereof and in Article Seventh of the Consolidated Mortgage and shall be deemed paid to the extent provided in Section 1.03 hereof; (e) shall be issuable only as registered Bonds without coupons in denominations of $5,00 and such multiples thereof as may from time to time be approved by the Company (such approval to be conclusively evidenced by the execution thereof), the several denominations of registered Bonds without coupons being interchangeable in like aggregate principal amounts; (f) shall be entitled to mandatory payments of principal to the extent provided in Section 1.06 hereof; (g) shall be non-transferable except to a successor trustee under the Authority Indenture or to enforce payment thereof; and (h) shall be limited to the aggregate principal amount of $4,120,000, exclusive of Bonds authenticated and delivered upon transfer of or in exchange for other Bonds or in lieu of lost, stolen, destroyed or mutilated Bonds.

SECTION 1.02. The Bonds of Series J shall be redeemable prior to maturity as provided in this Section 1.02, in each case upon notice given as provided in Section 7.04 of the Consolidated Mortgage.

(a) The Bonds of Series J shall be redeemed in whole but not in part at 100% of the principal amount thereof plus accrued interest to the redemption date on the date selected by the Company pursuant to Section 303(a) of the Authority Indenture.

(b) The Bonds of Series J shall be redeemed in whole but not in part at 100 % of the principal amound thereof plus accrued interest to the redemption date on the date specified by the Authority Indenture Trustee in a demand upon the Company m ade upon the occurrence of any of the events described in Section 308 of the Authority Indenture.

(c) The Bonds of Series J shall be redeemed on or after October 1, 1987 as a whole or in part on any interest payment date in such amounts and on such date or dates as may be specified to the Authority Trustee by the Company (with notice to the Trustee) in connection with the redemption of Series 1977 Revenue Bonds pursuant to Section 303(b) of the Authority Indenture, at the redemption prices set forth below plus in each case unpaid accrued interest thereon to the date fixed for redemption:

Redemption Period (dates inclusive)	Redemption Price
October 1, 1987 to September 30, 1989	103%
October 1, 1989 to September 30, 1991	102%
October 1, 1991 to September 30, 1993	101%
October 1, 1993 and Thereafter	100%

(d) The Bonds of Series J shall be redeemed in whole but not in part at 100% of the principal amount thereof plus accrued interest to the redemption date on the date stated in a written notice to the Company from the Authority Indenture Trustee (which date shall be not less than 45 nor more than 60 days after such written notice), declaring that the principal of and interest on all the Series 1977 Revenue Bonds are due and payable as a result of the occurrence of an event of default under the Authority Indenture; provided that in the event of a waiver of default under the Authority Indenture and its consequences and the rescission of the acceleration of the maturity of the principal of and interest on the Series 1977 Revenue Bonds, such demand for redemption of the Bonds of Series J shall be deemed to be rescinded.

(e) The Bonds of Series J are also entitled to mandatory redemption at the times and to the extent provided in Section 1.06 hereof at 100% of the principal amount thereof plus unpaid interest accrued thereon to the date fixed for redemption.

SECTION 1.03. The Bonds of Series J shall be deemed paid as and to the extent provided in this Section 1.03.

(a) Principal of and premium, if any, or interest on the Bonds of Series J shall be deemed paid to the extent that corresponding payments of principal of and premium, if any, or interest on the Series 1977 Revenue Bonds have been made with moneys in the Bond Fund or Construction Fund (as defined in the Authority Indenture).

(b) Principal of the Bonds of Series J shall be deemed paid to the extent of the principal amount of Series 1977 Revenue Bonds cancelled by Authority Indenture Trustee, and interest on the Bonds of Series J shall be deemed paid to the extent unpaid interest, if any, shall have accrued on Series 1977 Bonds when so cancelled.

(c) The Bonds of Series J shall be deemed fully paid if the Series 1977 Revenue Bonds shall have been paid or provision therefor shall have been made within the meaning of Article VIII of the Authority Indenture.

SECTION 1.04. The holder of a Bond of Series J redeemed or paid or deemed paid only in part shall, if such bond is not presented to the Trustee for exchange, make prompt notation thereon of such partial redemption or prepayment and notify the Trustee that such notation has been duly made. When a Bond of Series J shall be redeemed or paid or deemed paid in full, the holder sahll deliver such Bond to the Trustee for cancellation.

SECTION 1.05. The Bonds of Series J and the Trustee's certificate of authentication on the Bonds of Series J shall be substantially in the following forms:

[FORM OF BOND OF SERIES J]

No..... $.....

ILLINOIS CENTRAL GULF RAILROAD COMPANY

First Mortgage 6 1/2% Bond, Series J,
due October 1, 2002

THIS BOND IS NON-TRANSFERABLE EXCEPT AS REQUIRED TO EFFECT ASSIGNMENT TO A SUCCESSOR TRUSTEE UNDER THE AUTHORITY INDENTURE HEREIN REFERRED TO OR TO ENFORCE PAYMENT HEREOF.

Illinois Central Gulf Railroad Company, a corporation of the State of Delaware (hereinafter called the Company), for value received, hereby promises to pay to The Northern Trust Company, as Trustee (hereinafter called the Authority Indenture Trustee) under an Indenture of Trust dated as of October 1, 1977 (hereinafter called the Authority Indenture), by and between it and the Illinois Industrial Pollution Control Financing Authority (hereinafter called the Authority), providing for the inssuance of $4,120,000 principal amount of Illinois Industrial Pollution Control Financing Authority, Pollution Control Revenue Bonds, Series 1977 (Illinois Central Gulf Railroad Company Project) (hereinafter called the Series 1977 Revenue Bonds), or its successor as Authority Indenture Trustee, the principal sum of Dollars on the first day of October, 2002, and pay interest on said principal amount from the date hereof at the rate of 6 1/2% per annum, semi-annually on the first day of April and on the first day of October in each year until said principal amount shall become due and payable; and to pay interest at the same rate per annum on any overdue principal and, to the extent permitted by law, on any overdue installments of interest. Payment of the principal of, and premium, if any, and interest f this Bond shall be payable at the principal office of the Authority Indenture Trustee or its successor in funds immediately available in the city in which such principal office is located, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Bond is continued on the reverse side hereof and the additional provisions there set forth shall for all purposes have the same effect as if set forth in this place.

This Bond is one of the bonds of the Company (hereinafter sometimes called the Bonds) all issued and to be issued in one or more series under, and equally secured by, an indenture dated November 1, 1949, executed by the Company to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as Trustee (hereinafter sometimes called the Trustee), as supplemented by various supplemental indenturees, to which indeture and all supplements thereto (said indenture, as so supplemented, being hereinafter sometimes called the Consolidated Mortgage) reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of the security, the rights of the holders of the Bonds and the rights, duties and immunities of the Trustee thereunder. This Bond is one of a series of the Bonds known as the First Mortgage 6 1/2% Bonds, Series J, due October 1, 2002 (hereinafter sometimes called the Bonds of Series J), which are limited to the aggregate principal amount of not exceeding $4,120,000. The Bonds of Series J are issued to repay the loan from the Authority to the Company of the proceeds from the sale of the Series 1977 Revenue Bonds pursuant to a Loan Agreement dated as of October 1, 1977 between the Company and the Authority, and thereby to provide for the payment of the Series 1977 Bonds.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to date, maturity, interest rate, redemption, conversion and sinking fund provisions, if any, and otherwise, all as in the Consolidated Mortgage provided.

If an Event of Default, as defined in the Consolidated Mortgage, shall occur, the principal of the Bonds may be declared, or may become, due and payable in the manner and with the effect provided in the Consolidated Mortgage.

The Consolidated Mortgage permits the amendment thereof and the modification or alteration, in any respect, of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series thereunder and hereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding, affected by such amendment, modification or alteration (including, in the case, among others,ofa modification of the terms of payment of the principal of, or premium or interest on, this Bond, the consent of the registered holder hereof), all

as more fully provided in the Consolidated Mortgage.

As provided in the Consolidated Mortgage, the Bonds of Series J are subject to redemption prior to maturity and may in certain circumstances be deemed paid in full or in part. If this Bond shall be redeemed or paid or deemed paid only in part, the Authority Indenture Trustee agrees by its acceptance hereof, if it shall not present this Bond to the Trustee for exchange, to make prompt notation to such effect hereon and to notify the Trustee that such notation has been duly made. When this Bond shall be redeemed or paid or deemed paid in full, the Authority Indenture trustee agrees by its acceptance hereof to present this Bond promptly to the Trustee for cancellation.

Whenever any payment of principal of, premium, if any, or interest on this bond is due, whether at maturity or upon redemption or by acceleration or otherwise, the Authority Indenture Trustee by its acceptance hereof agrees that it will (i) if such payment is made in funds immediately available on such due date, promptly furnish the Trustee with written advice that such payment has been received, and (ii) if such payment is not received in funds immediately available on such due date, advise the Trustee by telephone before the close of business on such due date that such payment has not been received and promptly confirm such telephone advice in writing to the Trustee. A copy of each such written advice shall be furnished to the Company.

No recourse shall be had for the payment of the principal of, or premium, if any, or interest on, this Bond or any part thereof, or for any claim based thereon or otherwise in respect thereof, or based on or in respect of the indebtedness represented thereby or of the Consolidated Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any successor corporation, as such either directly or through the Company or any successor corporation, whether by any legal or equitable proceeding, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being expressly waived and released by the holder hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Consolidated Mortgage.

This Bond is transferable, but only to a successor Authority Indenture Trustee or as required to enforce the payment hereof, by the registered holder hereof, in person or by attorney duly authorized, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon surrender and cancellation of this Bond, and thereupon one or more new registered Bonds without coupons of this series of authorized denominations and for the same aggregate principal amount will be issued to the transferee in exchange therefor, as provided in the Consolidated Mortgage. The Company and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes.

This Bond may be exchanged without charge (except for any governmental charge) at said office or agency for one or more registered Bonds without coupons of this series of other authorized denominations and for the same aggregate principal amount.

REDEMPTIONS

Redemption Amount	Redemption Date	Authorized Official and Title

PARTIAL PAYMENTS

Payment Amount	Payment Date	Authorized Official and Title

This Bond shall not be entitled to any benefit under the Consolidated Mortgage, and shall not be valid or obligatory for any purpose, until it shall have been authenticated by the certificate hereon of the Trustee.

IN WITNESS WHEREOF, Illinois Central Gulf Railroad Company has caused this Bond to be signed (manually or by facsimile signature) in its name by its President or a Vice President, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary.

Dated:

Illinois Central Gulf Railroad Company

]

By _____
President

Attest:

_____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds, of the Series designated therein, referred to in the within-mentioned Consolidated Mortgage.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, Trustee

By_____
Authorized Officer

SECTION 1.06. The Company covenants and agrees that, so long as any of the Bonds of Series J shall be outstanding, or until provision shall have been made for the redemption thereof by the deposit with the Trustee of moneys necessary to effect such redemption, the Company will make payments to the Trustee as and for the mandatory redemption of Bonds of Series J on or before October 1, 1993, and on or before October 1, of each year thereafter to and including October 1, 2001 in an amount sufficient to redeem on each such October 1, $400,000 principal amount of Bonds of Series J at 100% of the principal amount thereof plus unpaid interest accrued thereon to the date fixed for redemption; provided, however, that the forgoing obligation to redeem Bonds of Series J shall be reduced to the extent that the Authority or the Company on behalf of the Authority shall have received a credit against any sinking fund obligation on the Series 1977 Revenue Bonds pursuant to Section 302 of the Authority Indenture.

On or prior to August 1 in each of the yesrs 1993 through 2001, inclusive, the Company shall furnish to the Trustee an Officers' Certificate stating that at the date of such Certificate no Event of Default has occurred and is continuing and that the Company will deposit with the Trustee the moneys, if any, required by the immediately preeeding paragraph when required thereby. If the Trustee shall have received such Certificate and notice of redemption shall have been mailed and moneys shall be deposited with it as required, then the Trustee shall redeem Bonds of Series J as in this Section provided regardless of whether any Event of Default shall have occurred and be continuing on the date fixed for redemption.

The Trustee shall give on behalf and at the expense of the Company notice (which notice shall specify the information required by Section 7.04 of the Consolidated Mortgage) by first class mail not less than 30 nor more than 60 days prior to such redemption date to the registered holder of all Bonds of Series J to be so redeemed. Any notice which is mailed as herein provided shall be conclusively presumed to have been properly and sufficiently given on the date of such mailing.

ARTICLE II.

Miscellaneous

SECTION 2.01. The Trustee shall not be responsible for the correctness of the recitals or statements herein contained, which shall be taken as the statements of the Company, and the Trustee makes no representations and shall have no responsibility for , or in respect of, the validity or sufficiency of this Supplemental Indenture or the execution hereof by the Company.

SECTION 2.02. This Supplemental Indenture is executed as and shall constitute an instrument supplemental to the Consolidated Mortgage, and shall be construed in connection with and as a part of the Consolidated Mortgage.

SECTION 2.03. This Supplemental Indenture may be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument. The Company acknowledges receipt of at least one executed counterpart of this Supplemental Indenture.

SECTION 2.04. The beneficiaries under this Supplemental Indenture are the holders from time to time of the Bonds outstanding under the Consolidated Mortgage, as supplemented by this Supplemental Indenture.

SECTION 2.05. The post office address and residence of the Trustee at the date hereof is Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, N.Y. 10015, being in the City of New York, County of New York and State of New York.

IN WITNESS WHEREOF, ILLINOIS Central Gulf Railroad Company, party of the first part hereto, has caused these presents to be signed by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, and Morgan Guaranty Trust Company of New York, party of the second part hereto, has cause these presents to be signed by one of its Trust Officers and its corporate seal to be hereto affixed and attested by one of its Assistant Secretaries, as of the day ~~and year~~ first above written.

(CORPORATE SEAL)

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By G. E. Konker, (signed)
Senior Vice President-Finance and Administration

ATTEST:

John B. Goodrich, (signed)
Secretary

In the presence of:

D. C. King (signed)

P. Maderic (signed)

(CORPORATE SEAL)

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By P. J. Crooks, (Signed)
Trust Officer

ATTEST:

(signed)
J. W. Cole, Assistant Secretary

In the presence of:

D.C. King (signed)

P. MADERIC (signed)

This instrument was prepared by Douglas H. Williams, whose address is One First National Plaza, Chicago, Illinois 60603.

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, BETTY RICHARDS, a Notary Public in and for said County and State, do hereby certify that G. E. Konker, whose name as Senior Vice President-Finance and Administration of ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily and as the act of said corporation; that G. E. KNOKER, personally known to me to be Senior Vice President-Finance and Administration of ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation, and JOHN B. GOODRICH, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President-Finance and Adminstraion and Secretary, they signed and delivered said instrment of writing as Senior Vice President-Finance and adminstration and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth; that personally appeared before me G. E. KONKER, Senior Vice President-Finance and Administration of ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation duly incorporated, organized and existing under the laws of the State of Delaware, and JOHN B. GOODRICH, Secretary of said corporation, personally known to me and personally known to me to be such officers and to be the same persons who executed as such officers, respectively, the withing and foregoing instrument of writing; and such persons duly acknowledged the execution of the same to be the act and deed of said corporation; that personally appeared before me G. E. KONKER, who is personally known to me and who acknowledged that he, the said G. E. KONKER, as Senior Vice President-Finance and Administration of, and for, on behalf of, and by authority of, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation duly incorporated, organized and existing under the laws of the State of Delaware, signed the above and foregoing instrument and affixed the corpoate seal of said corporation thereto and delivered said instrument on November 21, 1977; that before me personally appeared G. E. KONKER, With whom I am personally acquainted, and who, upon oath, acknowledged himself to be Senior Vice President-Finance and Administration of Illinois CENTRAL GULF RAILROAD COMPANY, one of the within named signers, a corpoation, and that he as such Senior Vice President-Finance and Administration, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President-Finance and Administration; that on this day before me appeared G. E. KONKER, to me personally known, who, being by me duly sworn, did say that he is Senior Vice President-Finance and Administration of ILLINOIS CENTRAL GULF RAILROAD COMPANY and that the seal affixed to said instrument is the corporate 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 G.E. KONKER acknowledged said instrument to be the free act and deed of said corporation and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed; that on this day before me personally came G. E. KONKER, to me known, who, being by me duly sworn, did depose and say that he resides at 945 East Illinois Road, Lake Forest, Illinois, that he is Senior Vice President-Finance and Administration of ILLINOIS CENTRAL GULF RAILROAD COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, thatit was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; that on this day before me, the undersigned officer, personally appeared G.E. KONKER, who acknowledged himself to be Senior Vice President-Finance and Administration of ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corproation, and that he, as such Senior Vice President-

Finance and Administration being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President-Finance and Administration; that on this day before me appeared in person the within named G. E. KONKER and JOHN B. GOODRICH, to me personally well known, who stated that they were Senior Vice President-Finance and Administration and Secretary of said corporation and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth; and I do further certify that I am a Notary Public duly commissioned, qualified and acting within and for the above County and State, and as such Notary Public am authorized by the laws of said State to take acknowledgements in said County and State.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of my office in said County of Cook, State of Illinois, this 21st day of November, 1977.

(NOTARIAL SEAL)

BETTY RICHARDS (signed)
Notary Public

My Commission expires: April 26, 1979

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, BETTY RICHARDS, a Notary Public in and for said County and State, do hereby certify that P. J. CROOKS, whose name as Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation; that P. J. CROOKS, personally known to me to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation, and that P. J. CROOKS, personally known to me to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation, and J. W. COLE, personally known to me to be an Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Officer and Assistant Secretary, they signed and delivered said instrument of writing as Trust Officer and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, as trustee, for the uses and purposes therein set forth; that personally appeared before me P. J. CROOKS, Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly incorporated, organized and existing under the laws of the State of New York, and J. W. COLE, Assistant Secretary of said corporation, personally known to me and personally known to me to be such officers and to be the same persons who executed, as such officers, respectively, the within and foregoing instrument of writing and such persons duly acknowledged the execution of the same to be the act and deed of said corporation; that personally appeared before me P.J. CROOKS, who is personally known to me and who acknowledged that he, the said P. J. CROOKS, as Trust Officer of, and for, and on behalf of, and by authority of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly incorporated, organized and existing under the laws of the State of New York, signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on November 21, 1977; that before me personally appeared P. J. CROOKS, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the within named signers, a corporation, and that he, as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corpoation by himself as Trust Officer; that on this day before me appeared P. J. CROOKS, to me personally known who, beingby me duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK and that the seal affixed to said instrment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said P. J. CROOKS acknowleged said instrument to be the free act and deed of said corporation and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed; that on this day before me personally came P. J. CROOKS, to me known, who, being by me duly sworn, did depose and say that he resides at 70 Ferry Street, Lambertville, New Jersey, that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority; that on this day before me, the undersigned officer, personally appeared P.J. CROOKS, who acknowledged himself to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation, and that he, as such Trust Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the cororation by himself as a Trust Officer; that on this day before me appeared in person the within named P. J. CROOKS and J. W. COLE, to me personally well known, who stated that they were a Trust Officer and Assistant Secretary of said corporation and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth; and I do further certify that I am a Notary Public duly commissioned, qualified and acting within and for the above County and State, and as such Notary Public am authorized by the laws of said State to take acknowledgments in said county and State.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of my office in said County of Cook, State of Illinois, this 21st day of November, 1977.

[NOTARIAL SEAL]

BETTY RICHARDS (signed)
NOTARY PUBLIC

My Commission expires: April 26, 1979.

STATE OF WISCONSIN
Department of State } ss.
Received this 2nd day of December A. D. 19 78 at 10 o'clock a. M. and recorded in Vol. 50 of R.R.M. on page 536-538
Douglas La Follette
Secretary of State

STATE OF WISCONSIN
Department of State } ss.
Received this 19th day of January A. D. 19 78 at 2 o'clock p. M. and recorded in Vol. 50 of R.R.M. on page 532
Douglas La Follette
Secretary of State
Filing #41

UCC-3 FINANCING STATEMENT

SOO LINE RAILROAD COMPANY

In Sheldon, Rusk County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the Northeast Quarter of the Southwest Quarter of Section 26, Township 33 North, Range 5 West. (On Railroad Street adjacent to Blocks 5 and 6)

STATE OF WISCONSIN
Department of State } ss.
Received this 23rd day of January A. D. 19 78 at 2 o'clock p. M. and recorded in Vol. 50 of R.R.M. on page 530
Douglas La Follette
Secretary of State
Filing #45

UCC-3 FINANCING STATEMENT

BURLINGTON NORTHERN INC.

In Stoddard, Vernon County, Wisconsin, described as follows:

Burlington Northern Inc. right of way and Station Grounds; in the East One-Half of the Northwest Quarter of Section 28, Township 14 North, Range 7 West. (Adjacent to, and West of, Burlington tracks, between "B" and "C" Streets, extended.)

QUIT-CLAIM DEED.

Authorization No. P-9623

DEED NO. 80713

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of THIRTY-EIGHT THOUSAND TWO HUNDRED AND NO/100 ---------- DOLLARS ($38,200.00), conveys and quitclaims to ELROY INDUSTRIAL DEVELOPMENT CORPORATION, a Wisconsin corporation of Elroy, Wisconsin

GRANTEE, all interest in the following described real estate situated in the City of Elroy, County of Juneau, and the State of Wisconsin, to wit:

PARCEL 1

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 2 East, City of Elroy, Juneau County, Wisconsin, which is bounded by a line described as follows: Commencing at the Northwest corner of said Section 33; thence S 0°19'43" E, 1328.54 feet along the West line of said Section 33 to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 33; thence S 89°25'E, 337.47 feet along the North line of said Southwest Quarter of the

Northwest Quarter to the point of beginning of the tract of land herein described; thence N 89°25'W, 6.78 feet along the South line of the Northwest Quarter of the Northwest Quarter of said Section 33; thence N 83°43' 39" W, 208.95 feet to a point distant 75 feet Easterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company); thence N 04°10'21" E, 30,74 feet parallel with said main track center line to a point of curve; thence along the arc of a curve concave to the West, radius 969.59 feet (the chord of which bears N 01°18'38" E, 96.80 feet) a distance of 96.84 feet, thence N 01°33' W, 518.32 feet parallel with said main track center line; thence n 88°27' E, 225.42 feet; thence S 01°33' E, 372.90 feet; thence S 62°10' W, 142.52 feet to a point of curve; thence along the arc of a curve concave to the Southwest, radius 2406.38 feet (the chord of which bears S 27°25' E, 35.00 feet) a distance of 35.00 feet; thence S 27°50' E, 60.35 feet to a point of curve; thence along the arc of a curve concave to the Southwest, radius 1490.50 feet (the chord of which bears S 25°42'50" E, 110.25 feet) a distance of 110.27 feet; thence S 23°38' E, 56.18 feet to the point of beginning.

ALSO:

A parcel of land located in the Northwest Quarter of the Northwest Quarter and Southwest Quarter of the Northwest Quarter, Section 33, Township 15 North, Range 2 East, City of Elroy, Juneau County, Wisconsin, which is bounded by a line described as follws: Commencing at the Northwest corner of said Section 33; thence S 0° 19'43" E, 1328.54 feet along the West line of said Section 33 to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 33; thence S 89°25' E, 357.02 feet along the North line of the Southwest Quarter of the Northwest Quarter to the point of beginning; thence S 03°28'E, 562.00 feet; thence S 56°41' W, 268.25 feet along the North line of Juneau Street to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 2557.29 feet (the chord of which bears N 20°28'53" W, 138.62 feet) a distance of 138.63 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 460.81 feet(the chord of which bears N 12°52' W, 97.43 feet) a distance of 97.61 feet; thence N 10°14'16" W, 134.45 feet to a point of curve; thence along the arc of a curve concave to the East, having a radius of 2168.85 feet (the chord of which bears N 08°54'17" W, 100.92 feet) a distance of 100.93 feet to a point of curve; thence along the arc of a curve concave to the West, having a radius of 753.92 feet (the chord of which bears N 06°28'01" W, 29.03 feet) a distance of 29.03 feet to a point of 75 feet Southeasterly and perpendicular to the center line of themain track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company) thence along the arc of a curve concave to the West, having a radius of 1154.97 feet (the chord of which bears N 06°10'29" E, 80.73 feet) a distance of 80.74 feet; thence N 04°10'21" E, 160.77 feet; thence S. 83°43'39" E, 208.95 feet to a point on the North line of the Southwest Quarter of the Northwest Quarter of said Section 33; thence S 89°25' E, 26.33 feet along the North line of the Southwest Quarter of the Northwest Quarter of said Section 33 to the point of beginning, except lands sold to John J. Madden etux as described in deed recorded on May 20, 1977, in Vol. 235 of Records, Page 494, as Document No. 249054, Juneau County, Wisconsin records.

PARCEL 2

That part of Block 10 in Whichers Addition to Elroy lying Southwesterly of a line parallel with and distant 25 feet Northeasterly, measured at right angles and radially from the centerline of Chicago and North Western Transportation Company Spur Track ICC No. 13 (now removed) as said spur track was located prior to its removal.

ALSO:

That part of Block 11 in said Whichers Addition, and of Liberty Street lying between said Blocks 10 and 11, and of the alleys lying Easterly of and adjoining said Blocks 10 and 11, all in the Southeast Quarter of the Northeast Quarter of Section 32, Township 15 North, Range 2 East of the Fourth Principal Meridian, lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right anles, from the centerline of the main track (now removed) of the Chicago and North Western Railway (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 32 (and 33), and lying Southwesterly of a line parallel with and distant 25 feet Northeasterly, measured at right angles or radially, from said (former) spur track (ICC No. 13) centerline.

ALSO:

That part of the Southwest Quarter of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter, of Section 33, Township and Range aforesaid, bounded and described as follows: Commencing at the intersection of the Easterly extension of the South line of McLean Street and the West line of said Section 33; thence S 00° 00' E along said West l ine a distance of 979.00 feet to a point distant 50 feet Southwesterly measured at right angles, from the centerline of the main track (now partly removed) of the Chicago and North Western Transportation Company (formerly the Chicago and North Western Railway Company), as said main track was located prior to its removal for the point of beginning of the parcel of land herein described; thence S 33°03' E parallel with said

main track centerline a distance of 301.37 feet; thence S 17° 08' E a distance of 90.00 feet; thence N 58° 29' E a distance of 24 feet, more or less, to a point distant 50 feet Southwesterly, measured at right angles, from said main track centerline; thence Sougheasterly parallel with said main track centerline a distance of 450 feet, more or less, to a point on the Northwesterly line of Franklin Street; thence Northeasterly along said Northwesterly line of Franklin Street a distance of 100 feet, more or less, to a point distant 20 feet Southwesterly, measured at right angles or radially, from the centerline of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as now located; thence Northwesterly parallel with said last described main track centerline a distance of 1,000 feet, more or less, to a point distant 25 feet Northeasterly, measured at right angles or radially, from said (former) spur track (ICC No. 13) center line; thence Northwesterly parallel with said spur track centerline a distance of 50 feet, more or less, to a point on the West line of said Section 33; thence Southerly along said West line a distance of 240 feet,more or less, to the point of beginning.

PARCEL 3

That part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 15 North, Range 2 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the Southeasterly line of Franklin Street, distant 50 feet Southwesterly, measured at right angles, from the centerline of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 33; thence Southeasterly parallel with said original main track centerline, said parallel line being also the Northeasterly line of Block 1 of Harts Addition to Elroy, a distance of 400 feet, more or less, to the most Easterly corner of Lot 8 in said Block 1; thence Northeasterly radial to the last described course a distance of 20 feet; thence Southeasterly parallel with and distant 30 feet Southwesterly, measured radially, from said original main track centerline a distance of 125 feet, more or less, to a point on the Northwesterly line of Elroy Street; thence Northeasterly along said Northwesterly line of Elroy Street a distance of 30 feet, more or less, to a point distant 20 feet Southwesterly, measured at right angles, from the centerline of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as said Main track is now located; thence Northwesterly parallel with said last described main track centerline a distance of 550 feet, more or less, to a point on the Southeasterly line of said Franklin Street; thence Southwesterly along said Southeasterly line of Franklin Street a distance of 95 feet,more or less, to the point of beginning.

Subject and subordinate, however, to the rights of the public, if any, in and to all streets or alleys now located within the above described real estate.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor, its successors and assigns, the tracks no located on the above described real estate, together with the right to use, occupy and enjoy the following described real estate, to wit:

A strip of land 17.5 feet in width, being 8.5 feet in width on the Northeasterly side and 9 feet in width on the Southwesterly side of the centerline of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis and Omaha Railway Company) Spur Track ICC No. 243, and the Southeasterly extension thereof, lying Southeasterly of a line drawn at right angles thereto at a point thereon distant 257 feet Northwesterly from the intersection of said centerline extended with the South line of the Southwest Quarter of the Northwest Quarter of said Section 33, and lying Northwesterly of a line drown at right angles to said centerline, extended Southeasterly, from the Southeasterly end of said track, and as said spur track is now located on the above described Parcel 1, and as may be hereinafter located.

ALSO: A strip of land 18 feet in width, being 9 feet in width on each side of the centerline of said spur track ICC No. 243, and lying Northwesterly of the above described strip of land 17.5 feet in width.

ALSO: A strip of land 18 feet in width, being 9 feet in width on each side of the centerline of Chicago and North Western Transportation Company (formerly Chicago, St. Paul, Minneapolis and Omaha Railway Company) spur track ICC No. 239, lying Northwesterly of the point of switch for said spur track ICC No. 243, and as said spur track (ICC No. 239) is now located on the above described Parcel 1 and as may be located.

ALSO: A strip of land 18 feet in width, being 9 feet in width on each side of the centerline of the main track of the Chicago and North Western Transportation Company (formerly the Chicago and North Western Railway Company), lying Southeasterly of the point of switch for Chicago and North Western Transportation Company spur track ICC No. 10; together with strips of land 18 feet in width, being 9 feet in width on each side of the centerline of spur tracks ICC Nos. 10 and 11 as said tracks are now located on the above described Parcel 2

or as may be hereinafter located.

ALSO: A strip of land 18 feet in width, being 9 feet in width on each side of the centerline of the main track of the Chicago and North Western Transportation Company (formerly the Chicago and North Western Railway Company), as said main track is now located on the above described Parcel 3, and as may be hereinafter located.

for the proper maintenance and operation of said tracks until such time as said Grantor, its successors or assigns, shall permanently abandon the use of said tracks and remove the same from said real estate.

By the acceptance of this conveyance, the Grantee, for itself, its successors and assigns, agrees:

1. To assume the total expense of erecting and maintaning a fence along the Westerly boundary line of Parcel 1, and the Easterly boundary lines of Parcels 2 and 3, in the event a fence is required subsequent to this conveyance, by Grantor, its successors and assigns, or any governmental body having jurisdiction.

2. That buildings, shrubbery, structure, trees, or other obstructions to motorists' view of the Grantor's adjacent tracks shall not be placed upon the following described property:

   That part of the above described Parcel 2 lying Easterly of a straight line drawn from a point on the Northeasterly line thereof, distant 50 feet Northwesterly from the most Easterly corner thereof, to a point on the Southeasterly line thereof, distant 50 feet Southwesterly from said corner.

   ALSO: That part of the above described Parcel 3 lying Northerly of a straight line drawn from a point on the Northeasterly line thereof, distant 50 feet Southeasterly from the most Northerly corner thereof, to a point on the Northwesterly line thereof, distant 50 feet Southwesterly from said corner.

   ALSO: That part of the above described Parcel 3 lying Southeasterly of a line parallel with the Northwesterly line of Elroy Street and distant 50 feet Northwesterly therefrom, as measured along the Southwesterly line of said Parcel 3

3. That Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the improvement or use of said described real estate, or any part thereof, as a street highway or any other improvement, and if any special tax of assessment shall be levied or assessed against the real estate of the Grantor, for all or any of the purposes aforesaid, the Grantee by its acceptance hereof hereby assumes and agrees to pay same.

4. Grantee shall, at its sole expense, take all steps necessary to comply with any and all governmental requirements relating to land division or use.

5. Not to alter the surface of the above described real estate in such a manner as to adversely affect drainage of surface waters onto the remaining property of the Grantor.

DATED this 19th day of DECEMBER, 19 77.

Chicago and North Western Transportation Company

Signed, Sealed and Delivered in Presence of:

JANET SCOTT (signed)

DONNA NASTOFF (signed)

By I. ROBERT BALLIN (signed)
Vice President

(SEAL)

Attest BERNARD J. ALLEN (signed)
Assistant Secretary

STATE OF WISCONSIN
Department of State } ss.
Received this 19th day of January A.D. 19 78 at 10 o'clock A. M. and recorded in Vol. 50 of RBM on page 538-542
Douglas La Follette
Secretary of State

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

THIS INDENTURE, made this 28th day of NOVEMBER, 19 77, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of Three Hundred and No/100 Dollars ($300.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used upon and across lands owned by said Company at the following described location in Manitowoc County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Twenty-seven (27), Township Nineteen (19) North, Range Twenty-Three (23) East, bounded and described as follows: Commencing at the east one-quarter corner of said Section 27; thence S88°36'43"W a distance of 1230.03 feet; thence S35°56'58"E a distance of 821.48 feet to a point of intersection with a line running parallel with and 50 feet distant northerly (measured at right angles) from the cneter line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 27, being the point of beginning of the parcel of land herein described; thence continuing S35°56'58"E a distance of 114.72 feet to a point of intersection with a line running parallel with and 50 feet distant southerly (measured at right angles) from said main track center line; thence s83°23'45"W along the last mentioned parallel line a distance of 470.36 feet; thence N35°56'58"W a distance of 114.72 feet to a point of intersection with a line running parallel with and 50 feet distant northerly (measured at right angles) from said main track center line; thence N83°23'45"E along the last mentioned parallel line a distance of 470.36 feet to the point of beginning.

The Company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

MARY LOU PSYK (signed)

SANDRA L. BIEGANEK (signed)

SOO LINE RAILROAD COMPANY

By F. W. CROUCH (signed)
Its Vice President & General Counsel

ATTEST:

(SEAL)

By DORIS L. VALLEY (signed)
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

P

STATE OF WISCONSIN
Department of State } ss.
Received this 19th day of January A.D. 19 78 at 10 o'clock A. M. and recorded in Vol. 50 of RBM on page 542-543
Douglas La Follette
Secretary of State

Personally came before me this 28th day of NOVEMBER, 19 77, F. W. CROUCH, Vice President and General Counsel, and DORIS L. VALLEY, Secretary, of the above named corporation to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

DOUGLAS L. HANSON

Notary Public-Minnesota
HENNEPIN COUNTY
My Commission Expires Mar. 23, 1981

This instrument was drafted by:
Soo Line Railroad Company, 1508 Soo Line Building
Minneapolis, Minnesota 55402

This Indenture, Made by the Soo Line Railroad Company, 1508 Soo Line Building, Minneapolis, Minnesota 55402, a Corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, grantor, hereby conveys to the City of Manitowoc, Manitowoc County, Wisconsin grantee, for the sum of three hundred and no/100 ($300.00) Dollars the following land interests:

An EASEMENT FOR HIGHWAY PURPOSES, as long as so used, including the right to preserve, protect, and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands:

A parcel of land in the south 1/2 of Section 19, T19N, R24E, City of Manitowoc, Maintowoc County, Wisconsin, described as commencing at a concrete corner marker at the southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A.W. Buel's Subdivision, thence south 37 degrees 43 Minutes 20 seconds west (shown and recorded as south 39 degrees west on the Plat of A.W. Buel's Subdivision)

(continued on pages 2 throught 5)

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order of orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed By F.W. CROUCH, its Vice President and General Counsel, and countersigned by Charles H. Clay, its Assistant Secretary, at Minneapolis, Minnesota and its corporate seal to be hereunto affixed, this 28th day of DECEMBER, A.D., 19 77.

Signed and Sealed in Presence of

R. D. SWANELL (signed)

SANDRA L. BIEGANEK (signed)

STATE OF MINNESOTA

Hennepin County SS.

RECEIVED FOR RECORD

DAY OF

A.D., 19 ___. AT

O"CLOCK ___M. AND RECORDED IN VOL.

COUNTY

Soo Line Railroad Company
Corporate Name

F.W. CROUCH (signed)
Vice President and General Counsel (SEAL)

CHARLES H. CLAY (signed)
Countersigned: Assistant Secretary

Personally came before me, this 28th day of DECEMBER, A.D., 19 77, F. W. CROUCH Vice President and General Counsel and CHARLES H. CLAY, Assistant Secretary of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such VICE President and

Assistant Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

DOUGLAS L. HANSON (signed)

(SEAL)

Notary Public, HENNEPIN County, Minnesota. My commission expires MARCH 23, A.D., 19 81.

581.85 feet along the northwesterly line of Spring Street, thence southwesterly 31.5 feet + along the arc of a curve having a radius of 491.00 feet southeasterly and a chord bearing south 35 degrees 53 minutes 03 seconds west 31.5 feet + to the north line of the Soo Line Railroad which is the point of beginning, thence southwesterly 50.7 feet + along the arc of a curve having a radius of 491.00 feet southeasterly and a chord bearing south 31 degrees 05 minutes 22 seconds west 50.6 feet +, thence southwesterly to northwesterly 78.59 feet along the arc of a curve having a radius of 52.00 feet northwesterly and a chord bearing south 67 degrees 45 minutes 56 seconds west 71.32 feet, thence north 68 degrees 56 minutes 16 seconds west 43.42 feet, thence northwesterly 109.61 feet along the arc of a curve having a radius of 348.89 feet southerly and a chord bearing north 77 degrees 56 minutes 17 seconds west 109.16 feet, thence southwesterly 26.0 feet + along the arc of a curve having a radius of 144.57 feet southerly and a chord bearing south 87 degrees 34 minutes 11 seconds west 26 feet + to the south line of the Soo Line Railroad, thence easterly along the south line of the Soo Line Railroad to a point of intersection with said line and the east line of the east ramps according to the 21st street Extension Plan 4991-0-08, thence northeasterly 140.1 feet + along the arc of a curve having a radius of 429 feet easterly and a chord bearing north 28 degrees 00 minutes 29 seconds east 139.5 feet + to the southeasterly line of Spring Street, thence south 37 degrees 43 minutes 20 seconds west 38.0 feet + along the southeasterly line of Spring Street to the north line of the Soo Line Railroad, thence westerly along the north line of the Soo Line Railroad to the point of beginning.

Also, an easement for highway purposes for the structure including the columns and footings according to the 21st street Extension Plan 4991-0-16 of a parcel of land in the south half of Section 19, T19N, R24E, City of Manitowoc, Manitowoc County, Wisconsin, described as commencing at a concrete corner marker at the southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A.W. Buel's Subdivision, thence south 37 degrees 43 minutes 20 seconds west (shown and recorded as south 39 degrees west on the plat of A.W. Buel's Subdivision) 614.5 feet + to the north line of the Soo Line Railroad, thence westerly along the north line of the Soo Line Railroad 13 feet + to the east line of 21st Street according to the 21st Street Extension Plan and the point of beginning, thence continuing westerly along the north line of the Soo Line Railroad 74.5 feet + to the west line of 21st Street according to the 21st Street Extension Plan, thence south 21 degrees 03 minutes 44 seconds west 100 feet + along the west line of 21st Street according to the 21st Street Extension Plan to the south line of the Soo Line Railroad, thence easterly 74.5 feet + along the south line of Soo Line Railroad to the east line of 21st Street according to the 21st Street Extension Plan, thence north 21 degrees 03 seconds 44 minutes east 100 feet + along the east line of 21st Street according to the 21st Street Extension Plan to the north line of the Soo Line Railroad and the point of beginning.

Also, a limited highway easement for driveway grading purposes of a parcel of land in the south half of Section 19, T19N, R24E, City of Manitowoc, Manitowoc County, Wisconsin, described as commencing at a concrete corner marker at the southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A.W. Buel's Subdivision, thence south 37 degrees 43 minutes 20 seconds west (shaown and recorded as south 39 degrees west on the plat of A. W. Buel's Subdivision) 550.57 feet along the northwesterly line of Spring Street, thence south 52 degrees 16 minutes 44 seconds east 60.00 feet, thence north 37 degrees 43 minutes 20 seconds east 42 feet to the point of beginning, thence south 47 degrees 16 minutes 44 seconds east 35 feet, thence north 37 degreess 43 minutes 20 seconds east 45 feet, thence north 47 degrees 16 minutes 44 seconds west 35 feet, thence south 37 degrees 43 minutes 20 seconds west 45 feet to the point of beginning.

Also, a limited highway easement for driveway grading purposes of a parcel of land in the south half of Section 19, T19N, R24E, City of Manitowoc, Manitowoc County, Wisconsin, described as commencing at a concrete corner marker at the southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A. W. Buel's Subdivision, thence south 37 degrees 43 minutes 20 seconds west (shown and recorded as south 39 degrees west on the plat of A. W. Buel's Subdivision) 550.57 feet along the northwesterly line of Spring Street, thence south 52 degrees 16 minutes 44 seconds east 60 feet, thence southwesterly 104.3 feet + along the arc a curve having a radius of 429 feet easterly and a chord bearing south 30 degrees 45 minutes 37 seconds west 104 feet + to a point of beginning, thence easterly 64.00 feet to a point which is 30 feet northerly of the south line of the Soo Line Railroad Measured normal, thence southwesterly 32 feet + to a point on the south line of the Soo Line Railroad which is 78 feet from the southeasterly line of Spring Street measured along the south line of the Soo Line Railroad, thence westerly 54 feet + along the south line of the Soo Line Railroad to a point which is south 21 degrees 23 minutes 37 seconds west 36 feet +, from the point of beginning, thence northeasterly 36 feet + along an arc of a curve having a radius of 429.00 feet easterly and chord bearing north 21 degrees 23 minutes 27 seconds east 36 feet + to the point of beginning.

Also, a limited easement for construction and maintenance of a storm sewer 20 feet in width according to the 21st Street Extension Plan 4991-0-16, the center line of which is described as commencing at a concrete monument which is the southeast

corner of Lot 22 of the plat of the Resubdivision of part of Block 1 of A. W. Buel's Subdivision, Manitowoc County, Wisconsin, thence southwesterly 343 feet along the west line of Spring Street, thence southeasterly at right angles to the west line of spring street 60 feet to the point of beginning for said easement, thence deflecting nine degrees to the left 20 feet which is the terminus of this easement.

Also, a permanent easement 20 feet in width for the construction and maintenance of the storm sewer according to the 21st Street Extension Plan 4991-0-08, the center line of which is described as commencing at a concrete monument which is the southeast corner of Block 22 of the Plat of Resubdivision of part of Block 1 of A. W. Buel's Subdivision, Manitowoc County, Wisconsin, thence southwesterly 134 feet along the west line of Spring Street, thence southeasterly at right angles to the west line of spring Street 60 feet to the point of beginning of this easement, thence deflecting 20 degrees to the left 20 feet which is the terminus of said easement.

Also, a limited easement for construction and maintenance of a storm sewer 40 feet in width lying within said grantor's lands according to 21st Street Extension Plan 4991-0-16, the center line of which is described as commencing at a concrete monument which is the southeast corner of Lot 22 of the Plat of the Resubdivision of part of Block 1 of A. W. Buel's Subdivision, Manitowoc County, Wisconsin, thence southwesterly 528 feet along the west line of Spring Street 60 feet to the point of beginning of said easement, thence deflecting to the right five degrees a distance of 123 feet + to apoint onthe north line of the Soo Line Railroad, thence deflecting 28 degrees to the left 467 feet along the north right of way line of the Soo Line Railroad, thence deflecting 15 degrees to the right 35 feet + to the water's edge of the Manitowoc River which is the terminus of this easement.

Also, a limited highway easement for construction and maintenance of the slopes according to the 21st Street Extension Plan 4991-0-08 of a parcel of land in the south half of Section 19, T19N, R24E, City of Manitowoc, Manitowoc County, Wisconsin, described as commencing at a concrete corner marker at the southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A. W. Buel's Subdivision, thence south 37 degrees 43 minutes 20 seconds west (shown and recorded as south 39 degrees west on the plat of A. W. Buel's Subdivision) 581.85 feet along the northwesterly line of Spring Street, thence southwesterly 82.25 feet along the arc of a curve having a radius of 491.00 feet southeasterly and a chord bearing south 29 degrees 15 minutes 58 seconds west 82.15 feet, thence southwesterly to north westerly 78.59 feet along the arc of a curve having a radius of 52.00 feet northwesterly and a chord bearing south 67 degrees 45 minutes 56 seconds west 71.32 feet, thence north 68 degrees 56 minutes 16 seconds west 43.42 feet, thence northwesterly 57.1 feet + along the arc of a curve having a radius of 348.89 feet southerly and a chord bearing north 73 degrees 37 minutes 24 seconds west 57.0 feet + to the west line of Revere Drive and the point of beginning, thence northerly along the west line of Revere Drive 5.00 feet, thence northwesterly 111.4 feet + along the arc of a curve having a radius of 200 feet and a chord bearing north 84 degrees 53 minutes 59 seconds west 110 feet + to the south line of the Soo Line Railroad, thence easterly along the south line of the Soo Line Railroad to the right of way line of the west ramp according to the 21st Street Extension Plan 4991-0-16, thence easterly along said right of way to the point of beginning.

Also, a temporary easement for construction of the storm sewer 40 feet in width according to the 21st Street Extension Plan 4991-0-16, the center line of which is described as commencing at a concrete monument which is the southeast corner of Lot 22 of the plat of the Resubdivision of part of Block 1 of A. W. Buel's Subdivision, Manitowoc County, Wisconsin, thence southwesterly 343 feet along the west line of Spring Street, thence southeasterly at right angles to the west line of Spring Street 60 feet to the point of beginning for said easement, thence deflecting nine degrees to the left 20 feet which is the terminus of this easement.

Also, a temporary easemenat 40 feet in width for the construction of a storm sewer according to the 21st Street Extension Plan 4991-0-08, the center line of which is described as commencing at a concrete monument which is the southeast corner of Block 22 of the Plat of the Resubdivision of part of Block 1 of A. W. Buel's subdivision, Manitowoc County, Wisconsin, thence southwesterly 134 feet along the west line of Spring Street, thence southeasterly at right angles to the west line of Spring Street, thence southeasterly at right angles to the west line of Spring Street 60 feet to thep oint of beginning of this easement, thence deflecting 20 degrees to the left 20 feet which is the terminus of said easement.

The Grantor also approves the construction, maintenance and use of that part of said highway across the Grantor's railroad right of way easement for track in the South Half of Section 19, T19N, R24E, City of Maintowoc, Manitowoc County, Wisconsin escribed as follows:

Commencing at a concrete corner marker at the southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A. W. Buel's Subdivision, thence south 37 degrees 43 seconds 20 minutes west (shown and recorded as south 39 degrees west on the Plat of A. W. Buel's Subdivision) 550.57 feet along the northwesterly line of Spring Street, thence south 52 degrees 16 seconds 44 minutes east 60.00 feet, thence southwesterly 167 feet _ along the arc of a curve having a radius of 429.00 feet and a chord bearing south 26 degrees 34 minutes 00 seconds west 166 feet + to the north line of the Soo Line Railroad spur and the point of beginning, thence westerly along the north line of the Soo Line Railroad spur to the southeasterly line of Spring Street, thence south 37 degrees 43 minutes 20 seconds west 25 feet + along the southeasterly line of Spring street to the south line of the Soo Line Railroad Spur, thence easterly along the south line of the Soo Line Railroad spur to a point which is south 13 degrees 16 minutes 25 seconds west 32 feet + from the point of beginning, thence northeasterly 32 feet + along the

arc of a curve having a radius of 429.00 feet and a chord bearing north 13 degrees 16 minutes 25 seconds east 32 feet + to the north line of the Soo Line Railroad spur and the point of beginning; subject to that certain Quit Claim Deed dated December 1, 1974 from Soo Line Railroad Comapny to Burger Boat Company. creating said easement for tracks, recorded in Volume 528 of Records, Page 732, as Document No. 496060, in the office of the Register of Deeds, Manitowoc County, Wisconsin.

The Grantor reserves the right and privilege to use the above described land for the maintenance and operation of railroad track and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Grantor reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Grantor's property at the above described location however long continued shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this easement.

The grant shall be binding upon the Grantor and the Grantee and their successors and assigns.

STATE OF WISCONSIN)
Department of State) ss.
Received this 25th day of
January A. D. 19 78 at 10
o'clock A. M. and recorded in Vol.
50 of R. R. 127
on page 543-546
Secretary of State

THIS INDENTURE, made this day of , 19 77, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company" and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of Three Hundred and No/100 Dollars ($300.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used upon and across lands owned by said nompany at the following described location in Manitowoc County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4 of Section Twenty-severn (27), Township Nineteen (19) North, Range Twenty-three (23) East, bounded and described as follows: Commencing at the east one-quarter corner of said Section 27; thence S88°36'43"W a distance of 1230.03 feet; thence S35°56'58"E a distance of 821.48 feet to a pointof intersection with a line running parallel with and 50 feet distant northerly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 27, being the point of beginning of theparcel of land herein described; thence continuing S35°56'58"E a distance of 114.72 feet to a point of intersection with a line running parallel with and 50 feet distant southerly (measured at right angles) from said main track center line; thence S83°23'45"W along the last mentioned parallel line a distance of 470.36 feet; thence N35°56'58"W a distance of 114.72 feet to a point of intersection with a line running parallel with and 50 feet distant northerly (measured at right angles) from said main track center line; thence N83°23'45"E along the last mentioned parallel line a distance of 470.36 feet to the point of beginning.

The Company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The Grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

MARY LOU PSYK (Signed)

SANDRA L. BIEGANEK (Signed)

SOO LINE RAILROAD COMPANY

By F. W. CROUCH (Signed)
Its Vice President and General Counsel

ATTEST:

(SEAL)

By DORIS L. VALLEY (Signed)
Its Secretary

SAME Doc. on PAGE 542

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 28th day of NOVEMBER ,1977 .
F. W. CROUCH, Vice President and General Counsel, and
DORIS L. VALLEY , Secretary, of the above named
corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

DOUGLAS L. HANSON (Signed)
NOTARY PUBLIC - Minnesota
Hennepin County
My Commission Expires Mar. 23, 1981

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, MN 55402

KNOW ALL MEN, That Hillsboro & Northeastern Railway Company a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Hillsboro, Wisconsin, party of the first part, in consideration of the sum of Seventy Five Thousand and 00/100----------Dollars, to it paid by Bank of Elroy, a Corporation duly organized and existing under and by virtue of the laws of State of Wisconsin, located at Elroy, Wisconsin, party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the said party of the second part, its successors and assigns forever, the following described real estate, lying and being in the County of Vernon & Juneau, State of Wisconsin, and known and described as follows, to-wit:

DESCRIPTION ATTACHED

together with the privileges and appurtenances to the same beglonging, and all of the rents, issues and profits which may arise or to be had therefrom.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns forever. And the HILLSBORO & NORTHEASTERN RAILROAD COMPANY, party of the first part, for itself, its successors, representatives or assigns, hereby covenants that it is well and truly seized of a good and perfect title to the premises above conveyed in the law, in fee simple, and that the title so conveyed is clear, free and unincumbered no exceptions and that it will forever warrant and defend the same to the party of the second part, its successors and assigns, against all claims whatsoever.

AND THE SAID Hillsboro & Northeastern Railway Company for itself, its successors, representatives or assigns, covenants and agrees with the said party of the second part, its successors or assigns, to insure and keep insured the building ------- thereon against loss or damage by fire for the sum of full insurable value Dollars, or over, in insurance companies to be approved by the said party of the second part, its successors or assigns, such insurance to be payable in case of loss to the said party of the second part, its successors or assigns, as its mortgage interest may appear, and the policy or policies of insurance to be held by the said party of the second part, and to pay, when due and payable, all taxes and assessments now or hereafter assessed or levied against this mortgage or the note ------- secured thereby and on the real estate described in this mortgage, including every mortgage interest which said party of the second part, its successors or assigns may have or be deemed to have in such real estate by reason of this mortgage, and to deliver to the said party of the second part, or its representatives annually, prior to the first day of May, receipts showing due payment thereof; hereby waiving and releasing all rights of offsets or deductions against the indebtedness secured by this mortgage, because of the payment of any such taxes or assessments; that the interest of the mortgagor and also of the mortgagee in such real estate shahl be assessed for taxation and taxed together, without separate valuation, to the mortgagor,

its successors, representatives and assigns; and in case of any failure to keep or continue such insurance and to deliver the same as above provided, or in case any such taxes or assessments remain unpaid after the expiration of the time in which they are due and payable, the said party of the second part, its successors or assigns may effect an insurance upon said building or buildings to the amount above named and may pay such taxes and assessments with accrued interest, officers' fees and expenses thereon and the amount or sums so paid shall be immediately paid to the said party of the second part, its successors or assigns, and shall, unless so paid, be added to and deemed part and parcel of the money secured hereby, together with interest thereon at the rate of ten per cent. per annum, and form a lien upon the premises so described.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said Hillsboro & Northeastern Railway Companparty of the first part, its successors, representatives or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the sum of Seventy Five Thousand and 00/100-----Dollars, according to the conditions of one certain promissory note----bearing even date herewith, executed by the said Hillsboro & Northeastern Railway Company party of the first part to the said party of the second part, and shall moreover keep such building----insured as above mentioned and keep the policy or policies thereof assigned, as aforesaid, and shall pay all taxes and assessments herein above referred to, as aforesaid, then these presents and the said note---shall cease and be null and void. But in case of the non-payment of any sum of money (either of principal, interest, insurance premiums, taxes or assessment) at the time or times when the same shall become due, the sale, conveyance or transfer, in any manner whatsoever, of the property herein described or any portion thereof while this mortgage is in effect, or the failure to perform any of the covenants or agreements by said party of the first part to be kept and performed, then in any such case, the whole amount of said principal sum shall, at the option of the said party of the second part, its successors or assigns be deemed to have become due and payable without any notice whatever, and the same together with all sums of money which may be or have been paid by the said party of the second part, its successors or assigns for or on account of insurance, taxes or assessments, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure shall occur as aforesaid; and the judgement or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all the sums so paid for, or account of, insurance, taxes or assessments, with interest at the rate aforesaid; and it shall be lawful in such case, or in either case, for the said party of the second part, its successors or assigns to grant, sell and convey the said real estate with the appurtenances thereunto belonging, at public sale, and on such sale to make and execute to the purchaser or puchasers, his, her or their assigns forever; good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the foreclosure of this mortgage, the said party of the first part, foritself, its successors, representatives and assigns, covenants and agrees that it will pay to the said party of the second part, its successors or assigns, all expenses incurred for the purpose of the foreclosure suit, and in addition to the taxable costs in such suit a reasonable sum of money as solicitors' fees, to be included, with the expenses above mentioned, in the judgement of decree.

The party of the first part hereby agrees to the provisions of Section 278.101, Wisconsin Statutes, to the effect that, if the real estate hereinabove described constitutes three acres or less, then in the event of foreclosure of the mortgage on said property, the party of the second part, its successors or assigns may elect, by express allegation in its complaint, to waive judgement for any deficiency which may remain due to it after sale of the mortgaged premises against every party who is personally liable for the debts secured by this mortgage and to consent that the party of the first part, its successors or assigns, unless it abandons the preperty, may remain in the possession of the mortgaged property and be entitled to all rents, issues and profits therefrom to the date of confirmation of the sale by the court, and in that event, the sale of said mortgaged premises shall be made upon the expiration of the sale by the court, and in that event, the sale of said mortgaged premises shall be made upon the expiration of six months from the date when judgment is entered.

IN WITNESS WHEREOF, the said HILLSBORO & NORTHEASTERN RAILWAY COMPANY, party of the first part, has caused these presents to be signed by Raymond S. Knower, its President, and countersigned by Ralph W. Knower, its Secretary, at ELROY, Wisconsin, and its corporate seal to be hereunto affixed, this 26th day of JANUARY, A.D., 19 78.

Signed and sealed in presence of

_____

_____

HILLSBORO & NORTHEASTERN RAILWAY CO.
Corporate Name

RAYMOND S. KNOWER (Signed)
President

COUNTERSIGNED:

RALPH W. KNOWER (Signed)
Secre tary

STATE OF WISCONSIN)
) SS.
COUNTY OF JUNEAU)

Personally came before me, this 26th day of JANUARY, A.D., 19 78, RAYMOND S. KNOWER President, and RALPH W. KNOWER Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(SEAL)

JERI WEGER (signed)

Notary Public, Juneau County, Wisc.

My commission expires 2-1-81 A.D., 19___.

This Instrument Drafted By

L. D. WEED, ELROY, WISC.

VERNON COUNTY

#1 Description: A strip of land 100 feet in width running across the NE 1/4 of the SE 1/4 of Section 25, Township 14 North, Range 1 East for a right of way for its Railroad and being 50 feet on each side of the centerline of its railroad as now located and built.

#2 Description: A part of the NW 1/4 of the NW 1/4 of Section 36, and a part of the South half of the SW 1/4 of Section 25, Township 14 North, Range 1 East, the same being a strip of land or parcel of land running in a Southwest and Northeast direction which said strip or parcel is 100 feet in width being 50 feet in width on each side of the cneterline of said railway company's ra-lroad as now located and built, operated across said land, excepting that part thereof now owned by the Hillsboro Farmers Cooperative warehouse, which said part was recorded on March 13, 1972 in Volume 197 of Deeds, page 262. Also Excepting that part conveyed to George M. Kelbel, which is recorded as Document No. 262173 Vol. 216 of Records page 577.

#3 Description: A parcel of land extending in a Northeasterly and Southwesterly direction across that portion of the NW 1/4 of the SE 1/4 of Section 25, Township 14 North, Range 1 East, belonging to first party and 100 feet in width to wit: 50 feet in width on each side of the center line of said company's railroad tract as located, built and now in operation by said railway company.

#4 Description: A strip of land 100 feet in width to wit: 50 feet on each side of the centerline of the railroad of second part as located and built extending from the East line of Section 35, Township 14 North, Range 1 East in a Southwesterly direction about 222 feet to the land of the Hillsboro Mill Company and being a part of the NE 1/4 of the NE 1/4 of said section 35.

#5 Description: A strip of land 100 feet wide in the Southeast Corner of and a part of the SE 1/4 of the NE 1/4 of Section 25, Township 14 North Range 1 East Being the right of way as surveyed and occupied by the Hillsboro and Northeastern Railway Company and containing 2.5 acres of land being 50 feet in width on each side of the centerline of said railroad track.

#6 Description: Commencing at a point in the center of Railroad of Grantee as now located and built about 222 feet Southwesterly from the place where the said railroad crosses the East line of Section 35, Township 14 North Range 1 East, the same being the East line of lands owned by Grantors said line crossing said railroad at an angle. Conveying a strip of land 100 feet in width 50 feet on each side of the centerline of said railroad and extending from said East line to the West end of the bridge across the Baraboo River about 783 feet. Also a strip of land 125 feet in width parallel with the centerline of the main track and on the eorth side of same, extending from said bridge 751 feet to lands deeded Vernon County Milling Co. Also a strip of land 60 feet in width on the North side of track parallel with center of line extending from said 125 foot strip to the brick warehouse of the said Vernon County Milling Company, Also a strip of land on the North side of center of main track of Railroad extending Northerly to said warehouse and extending the entire length thereof. Also a strip of land 50 feet in width covering the main track of said railroad and extending to lands deeded to said Vernon County Milling Company. Also lands on the South side of the centerline of said railroad track beginning at the West end of said bridge and extending 59 feet in width parallel therewith 396 feet, thence at right angles with tract Southerly to center of Baraboo River, and following the center of said River Southerly to the Highway leading from the Brewery to the Grist Mill, thence following said Highway to the main track of said railroad near said Grist Mill, excepting that part thereof now owned by Hillsboro Farmers Co-op warehouse.

#7 Description: A strip or parcel of land 100 feet in width to wit: 50 feet in width on each side of the centerline of the proposed extension of the said railway company's railroad from Hillsboro to Richland Center as now located and extending across the SE 1/4 of the NE 1/4 of Section 35, Township 14 eorth, Range 1 East excepting any land belonging to the Vernon County Milling Company or North of the highway.

#8 Description: A strip of land 100 feet in width, 50 feet on each side of hte centerline of the proposed extension of said extension of said Railway company's line from Hillsboro to Richland Center, as now located extending from the center of the highway near the milk condensary Southwesterly to the centerline of the highway leading Hillsobro to the Grist Mill and also all lands lying Northwesterly between said strip of land

and lands now owned by the said railway company, all in the NE 1/4 Section 35, Township 14 North, Range 1 East.

#9 Description: All that part of the NW 1/4 of the NW 1/4 of Section 36, Township 14 North, Range 1 East described as follows: Beginning at a point in the West line of said Section 36 at a point 894.5 feet South of the Northwest corner thereof, thence North 28°12' East along center of street 202 feet, thence North 52° 50' East along centerline of street 655 feet, thence North 71° 50' East along centerline of street 190 feet, thence North 34° 54' West 113 feet more or less to the Southerly right of way line of the Hillsboro and Northeastern Railway Company, thence South 52°06' West along said Southerly right of way line to the West line of said Section 36, thence South along said West line of Section 36 to place of beginning, excepting therefrom all that part thereof now used for street purposes.

#10 Description: A parcel of land in wection 25 and 36 Township 14 North Range 1 East described as follows: Beginning at a point on the East line of the SE 1/4 of Section 25, where the Southeast right of way line of the Hillsboro and Northeastern Railway intersects said East line of the SW 1/4 of Seciton 25, running thence South along said quarter section line 460 feet to the North right of way line of a roadway, thence South 58° 30' West 165 feet, thence South 27° 30' West 135.7 feet, thence South 51° 268 feet, thence south 67° West 257 feet, thence South 60° 30' West 316 feet, thence South 50° West 530.5 feet, thence South 58° 30' West 515 feeet, thence north 39° 10' West 88.4 feet to the right of way line of the Hillsboro and Northeastern Railway, thence North 47° 20' East 3,437.5 feet to the point of beginning.

#11 Description: A parcel of land in the NW 1/4 of the NW 1/4, Seciton 36, Township 14 North, Range 1 East, described as follows: Beginning at a point in the center of a roadway, which point is North 52° 50' East 269.5 feet from a point on the West line of said Section 36, 788.9 feet South of the Northwest corner thereof, running thence North 52° 59' East along center line of said roadway 505 feet, thence North 71° 50' East 190 feet, thence South 34° 10' East 100 feet, thence South 49° 50' West 680 feet, thence North 37° 10' West 200.5 feet to the point of beginning.

#12 Description: Commencing at a point where the Northerly right of way line of the Hillsboro and northeastern Railway intersects the West line of Section 36, thence North along said Section line 127 feet 1 3/4 inches, thence in a Northeasterly direction parallel to the said right of way of the Hillsboro and Northeastern Railway to a point on the North line of the SE 1/4 of the SW 1/4, Section 25, which point is 161.feet 10 3/4 inches West of the Northerly right of way line, thence East along the North line of said forty 161 feet 10 3/4 inches to the said Northerly right of way line, thence Southwesterly along the Northerly right of way line of said Hillsboro and Northeastern Railway to place of beginning, all in Section 25, Township 14 North, Range 1 East, excepting that part thereof now owned by the Hillsboro Farmers Cooperative warehouse.

#13 Description: A strip of land in the East one half of the NE 1/4 of Section 35, Township 14 north, Range 1 East, beginning in the center of the highway on the West side of steel bridge near the stockyards and East of the Mill, thence Easterly follow the center of highway 27 rods 5 links thence Northerly 48 rods to highway, thence Westerly 5 rods and 15 links to right of way of Hillsboro and Northeastern Railway Company, thence Southwesterly50 rods and 15 links to stock yards, thence East 5 rods and 13 links, thence South 7 rods and 18 links, thence Easterly 8 rods and 7 links to the place of beginning. EXCEPTING, however, the following described parcels previously sold. Beginning at a point in the Wonewoc road, which is 48 rods Northerly and 27 rods and 5 links Easterly from the center of highway on West side of steel bridge near the stockyards and East of the Mill, thence Southerly 13.5 rods, thence Westerly 62 feet to the right of way of the extension of the Hillsboro and Northeastern Railway to Richland Center, thence Northerly along the above right of way about 13.5 rods to center of Wonewoc road, thence Easterly along center of Wonewoc road about 62 feet to the place of beginning, said parcel being a part of the East Half of the NE 1/4 of Section 35, Township 14 North, Range 1 East. Beginning at center of highway leading Easterly from the Mill and stockyards in the Village of Hillsboro, where same intersects with the Eastern limit of the Railway right of way and running thence Northeasterly along said right of way 135 feet, thence Easterly 48 feet, thence Southerly 83 feet to center of highway, thence Westerly 104 feet to place of beginning. A strip of land 100 feet in width to wit: 50 feet on each side of the cneterline of the proposed extension of the said railway company's line from Hillsboro to Richland Center, as now located, extending from the center of the highway near the milk condesary Southwesterly to the center line of the highway leading from the Hillsboro Brewery to the Grist Mill and also lands lying Northwesterly between said strip of land and lands now owned by the said railway company all in the NE 1/4 of Section 35, Township 14 North, Range 1 East.

#14 Description: A part of the NE 1/4 of the NE 1/4 of Section 35, Township 14 North, Range 1 East, more particularly described as follows: Beginning at a point along the Southwesterly right of way line of county highway "F" which is 45 feet Southeasterly from the intersection of said right of way line with the Southeasterly right of way line of the Hillsboro and Northeastern Railroad, thence Southwesterly parallel with the Southerly line of said railroad 120 feet, thence Northwesterly parallel with the Southwesterly line of said County Trunk Highway "F" 45 feet to the Southeasterly right of way line of said railroad, thence South 31°52' West along said railroad right of way 119.5 feet, thence South 58° 08' East 86.1 feet, thence Northeasterly 247.3 feet to the Southwesterly right of way line of County Trunk Highway "F" to a point 20 feet Southeasterly from the point of beginning, thence Northwesterly along said right of way of said highway 20 feet to the point of beginning.

#15 Description: A parcel of land in the NW 1/4 of the NW 1/4 of Section 36, Township 14 North, Range 1 East, described as follows: Commencing at the Southeast corner of the tract of land containing 2.9 acres descibed as follows: Commencing at the Southeast Corner of the tract of land containing 2.9 acres descibed in a deed from Edwin G. Hagenah and Margaret Hagenah, his wife, to the Hillsboro and Northeastern Railway Company, which deed was recorded in Volume 100 of deeds, page 288, thence South 34°10' East 100 feet, thence South 49° 50' West 680 feet, thence North 37° 10' West 100 feet, thence North 41° 10' East 680 feet ot the place of beginning.

#16 Description: A strip of land 100 feet in width 50 feet on each side of the centerline of the railroad of the Second party as located and built extending from the Western boundary of the Western boundary of the lands of the first parties and said boundary being a North and South line 20 rods East of and parallel to quarter line of Section 25, Township 14 North, Range 1 East in a Northeasterly direction about 375 feet to lands of John Shanesy and being a part of the NW 1/4 of the SE 1/4 of Seciton 25, Township 14 North, Range 1 East.

#17 Description: A parcel of land in Sections 25 and 36, Township 14 North, Range 1 East, which is bounded by described as follows: Beginning at a point on the Northwesterly line of the Hillsboro and Northeastern Railway Company land as described in Volume 107 of Deeds, page 434, which point is 742 feet Southwesterly from the intersection of the Northwesterly line of said lands with the North line of the SE 1/4 of the SW 1/4 of Section 25, thence Northwesterly in direct line 50 feet along the Southwesterly line of lands conveyed to Joseph Hofrichter and recorded in Volume 109 of Deeds, page 573, thence Southwesterly parallel with and 50 feet from the Northwesterly line of the Hillsboro and Northeastern Railway Company land to the West line of Section 36, thence South 63.56 feet to the Hillsboro and Northeastern Railway Company land, thence Northeasterly along the Northwesterly line of said Railway Company land 2310 feet more or less to the point of beginning, excepting that part thereof now owned by the Hillsboro Farmers Cooperative warehouse.

JUNEAU COUNTY

#1 Description: Being a part of the SE 1/4 of the NW 1/4 of Section 21, Township 14 North, Range 2 East of the 4 P.M. bounded and described as follows: Beginning at the NW corner of the SE 1/4 of the NW 1/4 of said Section 21, thence running South about 426 feet to the South line of the right of way of the Hillsboro and Northeasternly following a line parallel with and 50 feet distant Southerly from the line of the said Hillsboro and Northeastern Railway as now located about 1050 feet to the West line of the right of way of the Chicago and Northwestern Railroad, thence running Northerly on the said West line of the Chicago and Northwestern Railroad about 147 feet to the South side of the highway, thence running West following the line of said highway 19 feet, thence running Northerly 31 feet following the West side of said highway, thence running West about 30 feet, thence running southerly by a line parallel with and 50 feet distant Westerly from the said West line of right of way of the Chicago and Northwestern Railroad, 66 feet, thence running West 132 feet, thence running Northerly by a line parallel with the said West line of the right of way of the Chicago and Northwestern Railroad 66 feet, to the North line of the first mentioned SE 1/4 of the NW 1/4 of said Section 21, thence running West on the last described line about 690 feet to the point of beginning, containing 7 - 8/10 acres, more or less, excepting that part sold to Joseph Ganser as recorded in Volume 74 of Deeds, page 121, commencing at the Northwest corner of said forty acres, running thence South along the forty line to a point on the North line of the right of way of said company's railroad, being 50 feet at right angle from the center line of said railroad, running thence Easterly parallel to and 50 feet from the center line of said railroad right of way 200 feet, thence Easterly 30 degrees North of East to a point where said line intersects said North Line of said right of way 50 feet from the center of the main line of said company's railroad, thence Northerly along the said North line of right of way and 50 feet from the center of the main track to the North line of said forty acres, thence West along said North line to the place of beginning, excepting and reserving the land belonging to Corsaw and contained in above description.

#2 Description: A strip of land for the right of way of its railroad across the SE 1/4 of the NE 1/4 and the NE 1/4 of theSE 1/4 of Section 20 Township 14 North, Range 2 East, running in an Easterly and Westerly direction 100 feet in width to wit: 50 feet on each side of the center line of second party's railroad as now located, built and operated, through said lands.

#3 Description: A strip of land for the right of way of the railroad of second party running Easterly and Westerly across the SW 1/4 of the NW 1/4 of Section 21, Township 14 North, Range 2 East, being 100 feet in width to wit: 50 feet on each side of the center of its railroad as now located, built and operated.

#4 Description: A strip of land 100 feet in width running in a Northeasterly and Southwesterly direction across the Northwest corner of the NW 1/4 of the SE 1/4 of Section 20, Township 14 N.rth, Range 2 East, to wit: 50 feet in width on each side of the centerline of said railroad as now located, built and operated.

#5 Description: A strip of land 100 feet in width running in a Northeasterly and Southwesterly direction across the Northwest corner of the SW 1/4 of the NW 1/4 of Section 30, Township 14 North, Range 2 East, to wit: 50 feet in width on each side of the centerline of the rialroad of second party as now located, built and operated.

#6 Description: A strip of land for the right of way for the railroad of second party 100 feet in width across the NE 1/4 of the SW 1/4 of Section 20, Township 14 North Range 2 East in an Easterly and Westerly direction to wit: 50 feet on each side of the center line of said railroad as now located, built and operated. Except that if railroad is abandoned and taken up said land shall revert to the then owners of the adjoining land upon repayment of above amount.

#7 Description: A parcel or strip of land 100 feet in width to wit: 50 feet in width on each side of the center line of the railroad of second party as now built and operated and extending in a Northeasterly and Southwesterly direction across the East half of the SE 1/4 of Section 19, and the West half of the SW 1/4 of Section 20, all in Township 14 North, Range 2 East.

#8 Description: A strip of land 100 feet in width across the SW 1/4 of the SW 1/4 of Section 19 and the NW 1/4 of the NW 1/4 of Section 30, Township 14 North, Range 2 East, in a Northeasterly and Southwesterly direction to wit: 50 feet in width on each side of the center line of the railroad of second party as now located, built and operated.

#9 Description: The right of way for second party's railroad 100 feet in width to wit: 50 feet in width on each side of the center line of said railway company's railroad as now located, built and operated in an Easterly and Westerly direction across the SW 1/4 of the SE 1/4 & the SE 1/4 of the SW 1/4 of Section 19 in Township 14 North of Range 2 East, for railway purposes only.

#10 Description: That part of the SE 1/4 of the NW 1/4 of Section 21, Township 14 North, Range 2 East, which lies Westerly of the West line of the Chicago and Northwestern Railway right of way and Easterly of a line parallel with and distant 50 feet Southerly and Westerly of the center of the Hillsboro and Northeastern Railway as indecated by stakes or otherwise across a part of said SE 1/4 of the NW 1/4 of said Section 21. The center line as indicated by stakes or otherwise being more particularly described as commencing at the center line of the Hillsboro and Northeastern Railway as now built, constructed and operated, thence by a 7 degree and 30 minute curve in a Southeasterly direction to a point about 16 feet Westerly of the right of way of the Chicago and Northwestern Railway, thence by tangent in a Southeasterly direction to the North line of land heretofore sold to Ferdinand Bowman by said Mary C. Corsaw and crossing said North line about 16 feet Westerly from the right of way line of the Chicago and Northwestern Railway and containing about one and sixty-one-one hundredths acres of land.

#11 Description: That part of the E 1/2 of the NW 1/4 of Section 21, Township 14 North, Range 2 East, lying Northerly and Westerly of a line parallel with and distant 50 feet Northerly and Westerly from the center line of the Hillsboro and Northeastern Railway as now built, constructed and operated and a line parallel with and distant 50 feet Northerly and Westerly from the center line of said Hillsboro and Northeastern Railway as indicated by stakes and otherwise across part of said E 1/2 of the NW 1/4. The center line as indicated by stakes or otherwise being more particularly described as commencing at the intersection of the center line of the Hillsboro and Northeastern Railway as now built, constructed and operated with the West line of the SE 1/4 of the NW 1/4 of said Section 21 and about 370 feet South of the Northwest corner of said SE 1/4 of the NW 1/4 thence by tangent and a 10 degree curve to the left, in a Northeasterly direction to the intersection of said center line with the side track of the Chicago and Northwestern Railway a short distance southerly from the depot of said Chicago and Northwestern Railway Co. and containing about two and six tenths acres of land.

STATE OF WISCONSIN } ss.
Department of State }
Received this 31st day of January A. D. 19 78 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 552-552
Douglas La Follette
Secretary of State

THIS INDENTURE, made this 31st day of OCTOBER, 19 77, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State",

WITNESSETH, that the Company, in consideration of Three Hundred and No/100 Dollars ($300.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used upon and across lands owned by said Company at the following described location in Price County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Soo Line Railroad Company's 200 foot right of way in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section Six (6), Township Thirty-five (35) North, Range Two (2) East, bounded and described as follows: On the westerly and easterly sides by two lines running parallel with and respectively 100 feet distant westerly and 100 feet distant easterly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operateed over and across said Section 6; on the northerly and southerly sides by two lines running parallel with and respectively 100.19 feet distant northerly and 100.19 feet distant southerly (measured at right angles) from the

following described highway center line: Commencing at an iron pipe marking the northwest corner of said Section 6; thence S30°17'40"E a distance of 174.95 feet to the point in intersection of U. S. Highway 8 reference line and S. T. Highway 13 reference line; thence N87°18'00"E a distance of 900 feet and there terminating.

The Company reserves the right and privilege to use the above described land for the maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and acriss the Company's property at the above dscribed location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

MARY LOU PSYK (Signed)

SANDRA L. BIEGANEK (Signed)

SOO LINE RAILROAD COMPANY

By F. W. CROUCH (Signed)
Its Vice President and General Counsel

(SEAL)

ATTEST:

By DORIS L. VALLEY (Signed)
Its Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

Personally came before me this 31st day of OCTOBER, 19 77, F. W. CROUCH, Vice President and General Counsel, and DORIS L. VALLEY, Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

DOUGLAS L. HANSON (signed)

DOUGLAS L. HANSON
Notary Public-Minnesota
HENNEPIN COUNTY
My Commission Expires Mar. 23, 1981

STATE OF WISCONSIN } ss.
Department of State }
Received this 1st day of February A. D. 19 78 at 10 o'clock A M. and recorded in Vol. 50 of RRM on page 553-553
Douglas La Follette
Secretary of State

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

UCC-3 FINANCING STATEMENT

CHicago, Milwaukee, St. Paul and Pacific Railroad Company Ri

In Darlington, Lafayette County, Wisconsin, described as follows:

Chicago, Milwuakee, St. Paul and Pacific Railroad Company Right of Way and Station Grounds; in the SE 1/4 of the NE 1/4 and in the NW 1/4 of the NE 1/4 of Section 3, Township 2 North, Range 3 East.

STATE OF WISCONSIN } ss.
Department of State }
Received this 14th day of March A. D. 19 78 at 2 o'clock P M. and recorded in Vol. 50 of RRM on page 553
Douglas La Follette
Secretary of State
FILING # 476

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. MORGAN & CO., Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company New York:

NOW, THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee, in consideration of One Dollar ($1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said mortgage and the several supplements thereto having been recorded, respectively, in the County of Dane.

DATE	RECORDING OFFICE	BOOK AND PAGE
November 1, 1949	Secretary of State of Wisconsin	Vol. 41 235
June 1, 1952	Secretary of State of Wisconsin	Vol. 44 153
August 1, 1952	Secretary of State of Wisconsin	Vol. 44 221
January 1, 1954	Secretary of State of Wisconsin	Vol. 45 16
August 1, 1954	Secretary of State of Wisconsin	Vol. 45 288
September 15, 1954	Secretary of State of Wisconsin	Vol. 45 300
August 10, 1972	Register of Deeds Dane County	411 145
October 15, 1974	Register of Deeds Dane County	539 199
October 1, 1977	Register of Deeds Dane County	887 262

Release from the lien and operation of said deed of trust or mortgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL GULF RAILROAD COMPANY such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as is situated in the County of Dane , State of Wisconsin , and more particularly described as follows:

A portion of Lots, 1, 2, 3, 5, and 6 in Block 13 of the Original Town of Belleville in the South Half of Section 34, Township 5 North, Range 8 East of the Fourth Principal Meridian, Dane County, Wisconsin described as follows:

Beginning at the point where the South line of Pearl Street intersects the West line of Park Street;

Thence South along said West line, 264 feet to the North line of Church Street;

Thence West along said North line, 185 feet, more or less, to a line that lies parallel to and 10 feet Southeasterly from the centerline of Grantor's Easterlymost track (Business Track);

Thence Northeasterly along said parallel line, 303 feet, more or less, to said South line of Pearl Street;

Thence East along said South line, 41 feet, more or less, to the point of beginning.

without, however, releasing from the lien and operation of said deed of trust or mortgage, or any supplement thereto, any other property now or hereafter subject thereto.

IN TESTIMONY WHEREOF, said Morgan Guaranty Trust Company of New York, as Trustee aforesaid, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of this 10th day of FEBRUARY 1978.

ATTEST: MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee aforesaid

(SEAL)

/s/ Henry J. Christy
Assistant Secretary

By /s/ P. J. CROOKS

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, SUE SCALCIONE, a Notary Public in and for the said County and State, hereby certify that P. J. CROOKS, Trust Officer of the aforesaid Morgan Guaranty Trust Company of New York, who is personally known to me and know to be such Trust Officer of said corporation and the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and in said State and County, and being by me duly sworn did say that he was on the date of the execution of the said instrument Trust Officer of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the said instrument as such Trust Officer, signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Trust Officer as his own free and voluntary act as said Trust Officer and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by as Assistant Secretary of said corporation.

GIVEN under my hand and seal of office in New York, New York County, State of New York, this 10th day of FEBRUARY, 1978.

/s/ SUE SCALCIONE
Notary Public

My Commission Expires: March 30, 1979

(SEAL)

STATE OF WISCONSIN } ss.
Department of State }
Received this 2nd day of March A. D. 19 78 at 12 o'clock P M. and recorded in Vol. 58 of RRM on page 554-555
Douglas La Follette
Secretary of State

UCC-3 FINANCING STATEMENT

Chicago, Milwaukee, St. Paul & Pacific Railroad Company

In Spring Green, Sauk County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way and Station Grounds; Begin at a point on the east line of Lexington Street produced, in the Town of Spring Green, in the County and State aforesaid, according to the recorded plat thereof, distant 8.5 feet northerly of, as measured at right angles to, the center line of the Railroad Company's northerly side track, as now there established; thence north on said east street line 25 feet, more or less, to the northerly boundary line of the Railroad Company's Station Ground property; thence easterly a long said boundary line 214 feet; thence south parallel to said east street line, to a point distant 8.5 feet north of, as measured at right angles to, the center line of said northerly side track; thence westerly parallel to said side track; to the point of beginning, containing 5,000 square feet, more or less.

STATE OF WISCONSIN } ss.
Department of State }
Received this 2nd day of March A. D. 19 78 at 8 o'clock A M. and recorded in Vol. 58 of RRM on page 555
Douglas La Follette
Secretary of State
FILING # 47

DEED NO

D E E D N O. 80784

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, A Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of ONE THOUSAND SIX HUNDRED AND NO/100---------- DOLLARS

($1,600.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORATION, DIVISION OF HIGHWAYS

GRANTEE, all interest in the following described real estate situated in the _____, County of Juneau, and the State of Wisconsin, to wit:

PARCEL "A":

All that portion of the west 1808.87 feet of the South Half of the Southeast Quarter, Section 15, Township 18 North, Range 2 East, which lies betweeen the southerly right of way line of present S.T.H. 21 (as laid out and traveled on July 4, 1976), and a line located 75 feet northerly of and parallel to the center line of the Chicago and North Western Transportation Company railroad tracks (as laid out and traveled July 4, 1976).

PARCEL "B":

Commencing at the southeast corner of said Section 18, thence N 00 degrees, 29' 48" E along the east section line of said section 344.31 feet, this point being 50 feet northerly measured at right angles from the center line of the main tracks of the Chicago and North Western Transportation Company, thence N 89 degrees 18' 47" W 843 feet, along the north right of way line of said railroad company, to the point of beginning, thence S 89 degrees 18' 47" E 495 feet, thence N 00 degrees 41' 13" E 352 feet; thence S 55 degrees 16' 12" W 607.40 feet to point of beginning; except that portion as recorded in the office of the Register of Deeds, Juneau County, in Volume 120, Page 124.

Said parcel contains 2.00 acres, more or less, inclusive of 0.97 acre previously conveyed for highway purposes.

Subject to all public roads and highways and public or private utilities now located on the above described real estate.

THIS CONVEYANCE is made by said Chicago and North Western Transportion Company, successor Mortgagor, free from the Mortgage Lien, in accordance with the provisions of Section 2, Article VIII of the following instrument, to wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to the First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, as supplemented and amended, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

AS FURTHER EVIDENCE of the Chicago and North Western Transportation Company's authorization to make this conveyance, it is hereby certified on behalf of the Company that the land heretofore described, and constituting part of the roadway of said Company, is no longer useful to said Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of in accordance with the provisions of Section 2, Article VIII of said instrument above referred to, in the calendar year of 1978, as of the date hereof, including said land heretofore described, is not more than $100,000.00.

DATED this 10th day of FEBRUARY, 1978.

Chicago and North Western Transportation Co.

Signed, Sealed and Delivered in Presence of:

/s/ M. F. CHATTERTON

/s/ Janet Scott

By ROBERT W. MICKEY /s/
Assistant Vice President
(SEAL)

Attest DIANE KOHLER-RAUSCH /s/
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that ROBERT W. MICKEY and DIANE KOHLER-RAUSCH, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me his day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corpoation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 10th of FEBRUARY 1978.

/s/ RICHARD S. KENNERLEY
Notary Public, in and for the County of Cook, in the State of Illinois

(SEAL)

My Commission Expires: NOVEMBER 8, 1980

STATE OF WISCONSIN } ss.
Department of State
Received this 30th day of March A. D. 19 78 at 10 o'clock a M. and recorded in Vol. 50 of RRM on page 556-557
Secretary of State

UCC-3 FINANCING STATEMENT
Soo Line Railroad Company

In Almena, Barron County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the Southwest 1/4 of the Northeast 1/4, Section 24, Township 34 North, Range 14 West.

STATE OF WISCONSIN } ss.
Department of State
Received this 13th day of April A. D. 19 78 at 8 o'clock A M. and recorded in Vol. 50 of RRM on page 557
FILING # 218
Secretary of State

INDENTURE OF MORTGAGE AND
SECURITY AGREEMENT

THIS INDENTURE OF MORTGAGE AND SECURITY AGREEMENT (hereinafter, together with any amendments and supplements which may be made hereto, called "Mortgage and Security Agreement"), dated as of the 8th day of March, 1978, between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Company"), having its principal office at 400 West Madison Street, Chicago, Illinois, party of the first part, and the United States of America (hereinafter called "Mortgagee"), represented by the Secretary of Transportation (hereinafter called the "Secretary") acting through the Administrator of the Federal Railroad Administration or his designee (hereinafter called the "Administrator"), party of the second part,

WITNESSETH:

WHEREAS, pursuant to a certain agreement, dated March 8, 1978, by and between Mortgagee and Company, Mortgagee has, contemporaneously with the execution and delivery of this Mortgage and Security Agreement, agreed to guarantee certain obligations of Company; and

WHEREAS, all acts and things prescribed by law and by the Certificate of Incorporation and By-Laws of Company necessary to make this Mortgage and Security Agreement valid and legally binding on Company in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, THIS INDENTURE OF MORTGAGE AND SECURITY AGREEMENT WITNESSETH, that in order to secure the payment, performance or observance of all Secured Obligations in accordance with their terms, and in consideration of the premises and of the guarantee provided for in the Financing Agreement, Company has granted, bargained, sold, conveyed, released, confirmed, mortgaged, pledged, granted a security interest in, assigned, transferred and set over, and by these presents does hereby grant, bargain, sell, convey, release, confirm, mortgage, pledge, grant a security interest in, assign, transfer and set over, unto and in favor of Mortgagee and its successors and assigns, subject to the terms of this Mortgage and Security Agreement, all of the estate, right, title and interest of Company in and to the following described property, rights, privileges and franchises:

FIRST. All lines of railroad and tracks now or hereafter owned by Company, including the following (main lines of railroad now owned by Company are described in I through XX below, with approximate mileages shown being as at January 1, 1978):

		Miles
I	A line of railroad beginning at the Passenger Terminal Station, at the intersection of Canal and Madison Streets, in the City of Chicago, Illinois, and extending in a westerly direction by way of Dixon, in the State of Illinois, thence westerly by way of Clinton, Cedar Rapids, and Boone, in the State of Iowa, to Council Bluffs, Iowa, having a length of about.....	484.42
II	A line of railroad extending from Nelson, Illinois, southerly via Peoria to De Camp, Illinois, including a line from Kickapoo Junction to Peoria Junction, Illinois, having a length of about.....	201.58
III	A line of railroad beginning at Missouri Valley, in the State of Iowa, and extending westerly (including between California Junction, Iowa, and Fremont, Nebraska) via Norfolk, Oakdale and Chadron, in the State of Nebraska, to Casper, in the State of Wyoming, having a length of about.....	635.40
IV	A line of railroad beginning at Clybourn, in the City of Chicago, State of Illinois, and extending therefrom in a northwesterly direction by way of Crystal Lake and Harvard, in the State of Illinois, and Clinton Junction, Janesville, Madison and Elroy, in the State of Wisconsin, having a length of about	201.50
V	A line of railroad beginning at Winona, Minnesota and extending westerly therefrom via Mankato and Tracy in the State of Minnesota, and thence by way of Huron and Pierre to Rapid City in the State of South Dakota, having a length of about.....	636.32
VI	A line of railroad beginning at said Passenger Terminal Station, in the City of Chicago, State of Illinois, and extending therefrom northerly by way of Evanston, Illinois, Kenosha, Racine, Milwaukee, Fond du Lac, Oshkosh, Green Bay, in the State of Wisconsin, and via Menominee and Escanaba to Ishpeming, in the State of Michigan, having a length of about.....	387.41
VII	A line of railroad beginning at Hortonville, in the State of Wisconsin, and extending northwesterly by way of Eland, Monico, Rhinelander and Hurley, in the State of Wisconsin, to Ashland, Wisconsin, having a length of about.....	236.00
VIII	A line of railroad beginning at the Burlington Northern Railway Terminal at Minneapolis, Minnesota and extending in an easterly direction via St. Paul and Stillwater Junction, Minnesota, and Hudson, Woodville, Menomonie Junction, Fairchild, Merrillan to Elroy in the State of Wisconsin, having a length of about....	187.78
IX	A line of railroad beginning at Northline, Wisconsin, and extending therefrom northerly via New Richmond, Turtle Lake, Spooner, Trego, Hayward, Cable, Ashland Junction and Washburn, to the terminal at Bayfield, Wisconsin, having a length of about.....	177.53

		Miles
X	A line of railroad beginning at Eau Claire, Wisconsin, and extending therefrom northerly via Chippewa Falls, Rice Lake, Tuscobia, Spooner, Trego, Hawthorne, Itasca and Superior, Wisconsin, to Duluth, Minnesota, having a length of about.....	152.73
XI	A line of railroad beginning at Passenger Terminal at St. Paul, Minnesota, and extending therefrom southwesterly via Cliff, Shakopee, Merriam, Mankato, Lake Crystal, Madelia, St. James and Worthington, Minnesota and LeMars, Iowa to Sioux City, Iowa, having a length of about.....	241.23
XII	A line of railroad beginning at Tekemah, Nebraska and extending therefrom southerly via Blair to Omaha, Nebraska, having a length of about.....	45.32
XIII	A line of railroad extending from Dubuque, Iowa, to Oelwein, Iowa, having a length of about.....	74.68
XIV	A line of railroad extending from Oelwein, Iowa, to the Cities of St. Paul and Minneapolis, Minnesota, having a length of about.....	178.12
XV	A line of railroad extending from Oelwein, Iowa, southwesterly through the Cities of Waterloo, Marshalltown and Des Moines, Iowa, St. Joseph, Missouri, and Leavenworth, Kansas, to Kansas City, Missouri, having a length of about.....	318.28
XVI	A line of railroad extending from Hayfield, Minnesota, by way of Mason City and Fort Dodge, Iowa, to Sommers, Iowa, having a length of about.....	136.21
XVII	A line of railroad exending from Oelwein, Iowa, to Clarion, Iowa, having a length of about.....	98.09
XVIII	A line of railroad beginning in Minneapolis, Minnesota, and extending in a southwesterly direction to Hopkins, Minnesota, then in a southerly direction to Albert Lea, Minnesota, having a length of about....	104.90
XIX	A line of railroad beginning at Lake Mills, Iowa and extending in a southwesterly direction to Fort Dodge, Iowa, having a length of about.....	88.62
XX	A line of railroad beginning in Northwood, Iowa and extending in a southerly direction to Manly, Mason City, Marshalltown and Oskaloosa to Albia, all in the State of Iowa, having a length of about.....	179.29
XXI	All branch lines owned by the Company and all lines of railroad owned by the Company crossing or connecting with any of the lines described above, or crossing or extending from points on said crossing or connecting lines.	
XXII	All and singular the main tracks owned by the Company additional to first main track and used as part of and in connection with any of the main, branch, crossing or connecting lines referred to above.	
XXIII	All and singular the spur tracks, yard tracks, side tracks, turnouts, passing tracks and shop tracks owned by the Company and used, or provided for use in connection with any of the main, branch, crossing or connecting lines referred to above.	
XXIV	All and singular other lines of railroad and tracks now or hereafter owned by the Company.	

SECOND. All leases, contracts, agreements, rights and privileges, now owned or hereafter acquired by Company, or in which Company now has or may hereafter have any interest, for use upon or in connection with or appertaining to any of the lines of railroad of Company or relating to the ownership, use or operation of any terminals or union or other stations situated along, or at the terminal of, any of the lines of railroad of Company, or relating to the use of any telegraph, telephone or other communication facilities along any of the lines of railroad of Company, including the following leases, contracts and agreements now owned by Company (approximate mileages shown being as at January 1, 1978):

		Miles
(1)	With the Union Pacific Railroad Company, covering trackage rights between Council Bluffs, Iowa and South Omaha, Nebraska, having a length of about.....	8.73
(2)	With the Penn Central Transportation Company, covering trackage rights between Roosevelt and Pershing Road,	

MILES

Chicago, Illinois, having a length of about..... 2.77

(3) With the Peoria and Pekin Union Railway Company, covering joint use of freight station and other facilities at Peoria, Illinois and trackage rights between Peoria Junction and Peoria, Illinois, having a length of about.... 2.02
Also trackage rights between Iowa Junction and C.&N.W. Jct., near Peoria, Illinois, having a length of about..... .77

(4) With the Burlington Northern, Inc. granting permanent trackage rights between Illco and Shobon, Wyoming, having a length of about..... 87.16

(5) With Soo Line Railroad Company, covering perpetual trackage rights between Arpin and Marshfield, Wisconsin, having a length of about..... 11.64

(6) With Soo Line Railroad Company, covering trackage rights between Bessemer, Michigan and Hoyt, Wisconsin, having a length of about..... 13.85

(7) With the Illinois Terminal Railroad Co. covering trackage rights between Madison, and Bridge Junction, Illinois, having a length of about..... 2.58

(8) With Green Bay and Western Railroad Company, covering trackage rights in Green Bay, Wisconsin, having a length of about..... .30

(9) With the Illinois Central Railroad Company, covering trackage rights between Council Bluffs, Iowa, and Omaha, Nebraska, having a length of about..... 4.51

(10) With the Lake Superior and Ishpeming Railroad Company, covering trackage rights between Ishpeming, and Copps Spur, Michigan, having a length of about..... 4.03

(11) With the Burlington Northern, Inc. covering trackage rights in Des Moines, Iowa, having a length of about.... .52

(12) With the Burlington Northern, Inc., covering trackage rights in St. Joseph, Missouri, having a length of about... .81

(13) With St. Joseph Terminal Railroad Company, covering trackage rights in St. Joseph, Missouri, having a length of about ..... .40

(14) With the Atchison, Topeka & Santa Fe Railway Co. covering trackage rights between St. Joseph and Bee Creek, Missouri, having a length of about..... 7.63

(15) With the Leavenworth Depot & Railroad Company, covering trackage rights in Leavenworth, Kansas, having a length of about..... .20

(16) With Union Pacific Railroad Company, covering trackage rights in Leavenworth, Kansas, having a length of about.. .06

(17) With the Missouri Pacific Railroad Company, covering trackage rights between Leavenworth, Kansas and Kansas City, Kansas, having a length of about..... 24.88

(18) With the Kansas City Terminal Railroad Company, covering trackage rights in Kansas City, Missouri, having a length of about..... 2.84

(19) With Winona Bridge Co., covering trackage rights in Winona, Minnesota, having a length of about..... .06

(20) With Burlington Northern, Inc. covering trackage rights in Winona, Minnesota, having a length of about..... 1.22

(21) With the Chicago, Rock Island and Pacific Railroad Co., covering trackage rights in Des Moines, Iowa, having a length of about..... 3.91

(22) With Burlington Northern, Inc., covering trackage rights between Superior, Wisconsin and Duluth, Minnesota, having a length of about..... 1.59

(23) With the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, covering trackage rights in Milwaukee, Wisconsin, having a length of about..... 10.89

(24) With the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, covering trackage rights between Ruthven and Spencer, Iowa, having a length of about..... 12.45

(25) With the Illinois Central Railroad Company, covering trackage rights between Tara and Ft. Dodge, Iowa, having a length of about..... 5.67

(26) With the Chicago, Rock Island and Pacific Railroad Co., covering trackage rights between Givin and Eddyville, Iowa, having a length of about..... 3.56

(27) With the Chicago, Rock Island and Pacific Railroad Co., covering trackage rights between Albert Lea, Minnesota and Northwood, Iowa, having a length of about..... 16.15

(28) With the St. Paul Union Depot Co., covering trackage rights in St. Paul, Minnesota, having a length of about... .74

(29) With Burlington Northern, Inc., covering trackage rights between St. Paul and Minneapolis, Minnesota, having a length of about 10.89

(30) With the Illinois Central Railroad Company, covering trackage rights between LeMars and Sioux City, Iowa, having a length of about..... 25.95

(31) With the Soo Line Railroad Company, covering trackage rights between Wisconsin Rapids and Nekoosa, Wisconsin, having a length of about..... 6.56

(32) With the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, covering trackage rights between Tunnel City, Wisconsin and Winona, Minnesota, having a length of about 67.79

(33) With the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, covering trackage rights between Wisconsin Rapids and Necedah, Wisconsin, having a length of about 37.42

(34) With the Burlington Northern, Inc., covering trackage rights between Sioux City, Iowa and Ferry, Nebraska, having a length of about..... 3.82

(35) With the Burlington Northern, Inc., covering trackage rights in Des Moines, Iowa, having a length of about.... 2.65

(36) With the Union Pacific Railroad Company, covering trackage rights between Ames, Iowa and Fremont, Nebraska, having a length of about 5.60

(37) With the Chicago, Rock Island and Pacific Railroad Company, covering trackage rights between South St. Paul and Inver Grove, Minnesota, having a length of about.... 3.66

(38) With the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, covering trackage rights in Aberdeen, South Dakota, having a length of about..... 1.90

(39) With the Burlington Northern, Inc., covering trackage rights between Minneapolis and St. Paul, Minnesota, having a length of about..... 9.82

THIRD. All rights of ways, lands, fixtures, structures, improvements, tenements and hereditaments of whatever kind or description and wherever situated, including all additions, betterments and improvements thereon or thereto, now owned or at any time hereafter acquired by Company or in which Company now has or may hereafter have any interest.

FOURTH. All equipment (whether or not transportation equipment), and additions, betterments and improvements thereto, inventory, accounts, contract rights, chattel paper and general intangibles, now owned or hereafter acquired by Company or in which Company now has or may hereafter have any interest.

FIFTH. All shares of stock, proprietary interest and indebtedness (whether or not evidenced by any instrument), now owned or hereafter acquired by Company, of or in any Subsidiary of Company (delivery of certificates for such shares of stock and of evidences of such proprietary interest or indebtedness, however, being subject to the provisions of Section 3.01 hereof), including the following shares of stock now owned by Company in the following Subsidiaries of Company:

(1) 35,341 shares of common stock of Des Moines and Central Iowa Railway Company, an Iowa corporation.

(2) 1,000 shares of common stock of Minneapolis Industrial Railway Company, a Delaware corporation.

(3) 100 shares of common stock of North Western Communications, Inc., an Illinois corporation.

(4) 100 shares of common stock of North Western Leasing Company, a Delaware corporation.

(5) 700 shares of common stock of Oshkosh Transportation Company, a Wisconsin corporation.

(6) 3,000 shares of common stock of The Railway Transfer Company of the City of Minneapolis, a Minnesota corporation.

(7) 200 shares of common stock of Wisconsin Town Lot Company, a Wisconsin corporation.

(8) 100 shares of common stock of NW Railquip, Inc. an Illinois corporation.

SIXTH. All corporate rights, powers, franchises, privileges and immunities now or hereafter owned or possessed by Company which now or at any time hereafter may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of any of the lines of railroad of Company or of any other property now or hereafter subject to the lien and security interest of this Mortgage and Security Agreement.

SEVENTH. All other property and interests in property of every kind and description which Company may hereafter convey, mortgage, pledge, assign or transfer to Mortgagee.

EIGHTH. All rents, issues, tolls, profits, dividends and other income from, and proceeds of, the premises and property herein or hereafter mortgaged, pledged, conveyed or assigned to Mortgagee, or in which a security interest is herein or hereafter granted to Mortgagee, or intended so to be.

For purposes of the foregoing:

(1) The term "lines of railroad" shall include all main or branch or cut-off lines of railroad, and all spur, industrial, switch, connecting, storage, yard, terminal or other tracks, and unless otherwise specified, "lines of railroad of Company" shall include all lines of railroad which Company may own in fee, either solely or jointly, or over which Company may operate or have any right to operate under any lease or trackage or other agreement.

(2) The terms "equipment", "inventory", "accounts", "contract rights", "chattel paper", and "general intangibles" shall have the same respective meanings as such terms had under the Uniform Commercial Code—Secured Transactions, as in effect in the State of Illinois on June 1, 1972.

(3) Out of the grants hereby made, the last day of the term of each leasehold estate (whether falling within the general or particular description of property herein) now or hereafter enjoyed by Company is hereby excepted and reserved.

(4) It is not intended to subject to the lien and security interest hereof, and this grant shall not be deemed to apply to:

(a) shares of stock or instruments (as the term "instruments" was defined in the Uniform Commercial Code—Secured Transactions, as in effect in the State of Illinois on June 1, 1972), now owned or hereafter acquired by Company, which shall have been issued by a Person which is not a Subsidiary of Company, unless the same are hereby or hereafter shall be specifically pledged hereunder; and

(b) any of the property and franchises of any other Person, any securities of which or proprietary interest in which may be now owned or hereafter acquired by Company; provided that nothing herein shall be deemed to diminish the lien and security interest of this Mortgage and Security Agreement upon any shares of stock, proprietary interest or indebtedness, now owned or hereafter acquired by Company, of or in any Subsidiary of Company, or upon any securities of or proprietary interest in any other Person which may be hereafter pledged, assigned or transferred to Mortgagee.

(5) The provisions of this Mortgage and Security Agreement shall be construed, and the lien and security interest of this Mortgage and Security Agreement at any time shall be determined, in conformity

with the following provisions, which shall prevail over any other provision of this Mortgage and Security Agreement in the event of any inconsistency therewith:

(a) Subject to the limitations of Article V hereof, the provisions of this Mortgage and Security Agreement which may reasonably be construed to subject to the lien and security interest hereof property which may be hereafter acquired by Company, or in which Company may hereafter acquire an interest, shall be construed as applying to the interest of Company in such property, and a liberal scope and effect shall be given to such provisions.

(b) Nothing in this Mortgage and Security Agreement, express or implied, is intended or shall be construed to limit the right or power of Company, which is hereby expressly reserved:

(i) to acquire any property or interest therein subject to the liens and charges existing thereon at the time of acquisition thereof, or to create any purchase money lien or charge thereon at the time of acquisition thereof, and

(ii) to subject transportation equipment constructed or acquired for its use, at any time within three years from the date the same shall be so constructed or acquired, to any Equipment Obligations which Company may desire to create or undertake for the purpose of financing the cost of such transportation equipment, and of upgrading and repairs made thereto; and the right, charge, lien or title of any such Equipment Obligation with respect to transportation equipment subjected thereto as aforesaid shall in all respects be free from and prior to the lien and security interest of this Mortgage and Security Agreement, and the lien and security interest of this Mortgage and Security Agreement shall attach only to the right, title and interest of Company then or thereafter existing with respect to such transportation equipment.

(c) Nothing in this Mortgage and Security Agreement, express or implied, is intended or shall be construed to limit the right or power of Company, which is hereby expressly reserved, to consolidate with, merge into, or convey or lease all or substantially all of the Mortgaged Property to, another corporation or corporations, or to merge another corporation or corporations into the Company, or to acquire all or any part of the property of another corporation or corporations, all as provided and with the exceptions and upon the terms and conditions set forth in Article V hereof.

(d) Nothing in this Mortgage and Security Agreement, express or implied, is intended or shall be construed to limit the right or power of Company, which is hereby expressly reserved, to take any action (other than an action involving the breach of Article II hereof), without obtaining the waiver or consent of the Mortgagee and free of any and all restrictions on and requirements in connection with such action under this Mortgage and Security Agreement (except to the extent such restrictions and requirements are not more burdensome in nature upon Company than the most burdensome, if any, at the time of such action applicable with respect to such action under any mortgage included in clause (a) of the definition of Permitted Encumbrances and the Chemco Mortgage), if, at the time of such action:

(i) such action affects property subject to the lien of, or rights or obligations under, at least one mortgage included in clause (a) of the definition of Permitted Encumbrances (other than a mortgage securing indebtedness solely to an Affiliate or to an employee of Company or of an Affiliate) or the Chemco Mortgage; and

(ii) such action is not prohibited by the provisions (giving effect to any waiver or consent obtained by the Company) of each mortgage included in clause (a) of the definition of Permitted Encumbrances and of the Chemco Mortgage.

(e) Nothing contained in this Mortgage and Security Agreement is intended in any way to authorize, or shall in any way authorize, Company to take or permit to be taken any action which would involve the breach of any covenant or agreement on the part of Company under or pursuant to the Financing Agreement.

TO HAVE AND TO HOLD unto Mortgagee and its successors and assigns, forever, all property, real, personal and mixed, and tangible and intangible, hereby mortgaged, pledged, conveyed, assigned or transferred, or in which a security interest is granted, or intended so to be, or which may in any manner become subject to the lien and security interest of this Mortgage and Security Agreement, whether by indenture supplemental hereto or otherwise (all of which property at any given

time subject to the lien and security interest of this Mortgage and Security Agreement, whether by the terms of this Mortgage and Security Agreement, including the after-acquired property clauses hereof, or by subsequent transfer, delivery or pledge to the Mortgagee, or otherwise, is herein sometimes referred to as the "Mortgaged Property");

UNDER AND SUBJECT, HOWEVER, to the prior or parity lien and security interest of all Permitted Encumbrances (hereinafter defined) with respect to any of the Mortgaged Property, but in the case of each such Permitted Encumbrance, only to the extent that the lien and security interest thereof by its terms attaches and constitutes a valid, enforceable lien or security interest which, in the case of any bankruptcy, reorganization, insolvency, or similar proceedings pertaining to the enforcement of creditors' rights generally, constitutes a valid and perfected lien or security interest enforceable against a trustee in bankruptcy or similar representative of general creditors; provided, however, that the lien and security interest hereunder shall be on a parity with such lien and security interest of any Permitted Encumbrance only if and to the extent that such parity shall not violate or breach any covenant, term or condition applicable to such Permitted Encumbrance;

BUT NEVERTHELESS as security for, and in order to enforce, the payment, performance or observance of all Secured Obligations in accordance with their terms;

AND IT IS HEREBY COVENANTED, AGREED AND DECLARED that the Mortgaged Property is to be held and disposed of upon and subject to the following covenants, agreements, conditions and understandings:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall (unless the context otherwise requires), for all purposes of this Mortgage and Security Agreement, have the respective meanings specified in this Article I, and each such term defined in the singular shall include the plural and each such term defined in the plural shall include the singular.

Affiliate. The term "Affiliate" shall mean with respect to any Person, any other Person, or any group of other Persons acting in concert, directly or indirectly controlling, controlled by or under common control with such Person.

Chemco Mortgage. The term "Chemco Mortgage" shall mean the Indenture of Mortgage and Security Agreement between Company and Chicago and North Western Railway Company (now Northwest Chemco, Inc.), dated as of June 1, 1972, as heretofore or hereafter from time to time supplemented or amended in a manner not involving breach of the Financing Agreement.

Company. The term "Company" shall mean Chicago and North Western Transportation Company, a Delaware corporation, and its successors and assigns in accordance with the provisions of Article V hereof.

Equipment Obligations; transportation equipment. The term "Equipment Obligation" shall mean any obligation of Company issued under, and secured by a right, charge, lien or title with respect to any transportation equipment evidenced by an equipment trust agreement, lease, conditional sale agreement, chattel mortgage or other writing, or any of such writings. The term "transportation equipment" shall include locomotives, freight-train cars, passenger-train cars, work equipment, roadway machines (such terms having for the purposes of this definition, the meanings assigned to them under the Uniform System of Accounts), trailers, containers and highway vehicles and appurtenances attached to the foregoing (including automobile racks, automobile frame racks, heating and cooling units, machinery, tie down equipment and other specialized equipment designed for carriage and protection of lading), airplanes, vessels, boats, tugs, lighters, floats, barges and ferries, and any and all other vehicles which may be used by Company for the transportation of freight or material or for the carriage of passengers or its employees.

Event of Default. The term "Event of Default" shall have the meaning set forth in Section 6.01 hereof.

Financing Agreement. The term "Financing Agreement" shall mean a certain agreement dated as of March 8, 1978, by and between Mortgagee and Company, in which Mortgagee has agreed to guarantee payment of certain obligations of Company, and any other agreement which may be hereafter entered into by Mortgagee and Company which by its terms provides that indebtedness, liabilities and obligations of Company shall be secured by this Mortgage and Security Agreement, as said agreement or agreements may hereafter from time to time be supplemented or amended.

Great Western First Mortgage. The term "Great Western First Mortgage" shall mean the Indenture of Mortgage and Deed of Trust, originally executed by Chicago Great Western Railway Company to Guaranty Trust Company of New York (now Morgan Guaranty Company, New York), Trustee, dated as of January 1, 1938, as supplemented and amended on or prior to the date hereof and as hereafter from time to time supplemented or amended in a manner not involving breach of Section 2.03 hereof or of the Financing Agreement.

Great Western General Income Mortgage. The term "Great Western General Income Mortgage" shall mean the Indenture of Mortgage and Deed of Trust, originally executed by Chicago Great Western Railway Company to The First National Bank of Chicago, Trustee, dated as of January 1, 1938, as supplemented and amended on or prior to the date hereof and as hereafter from time to time supplemented or amended in a manner not involving breach of Section 2.03 hereof or of the Financing Agreement.

Including. The term "including" shall mean including, without limiting the generality of the foregoing.

M. & St. L. Mortgage. The term "M. & St. L. Mortgage" shall mean the Indenture of Mortgage and Deed of Trust, originally executed by The Minneapolis & St. Louis Railway Company to The First National Bank of Chicago, Trustee, dated as of October 1, 1960, as supplemented and amended on or prior to the date hereof and as hereafter from time to time supplemented or amended in a manner not involving breach of Section 2.03 hereof or of the Financing Agreement.

Mortgage and Security Agreement. The terms "this Mortgage and Security Agreement", or "the Mortgage and Security Agreement" shall mean this Indenture of Mortgage and Security Agreement, as originally executed or as the same may from time to time be supplemented or amended by any supplemental indenture(s) thereto executed by Company and Mortgagee.

Mortgagee. The term "Mortgagee" shall mean the United States of America, represented by the Secretary acting through the Administrator, and its successors and assigns, by subrogation or otherwise, in whole or in part.

New Carrier Affiliate. The term "New Carrier Affiliate" shall mean an Affiliate which after June 1, 1972 shall acquire by any consolidation, merger or conveyance all or substantially all of the property of any other corporation which immediately prior to such consolidation, merger or conveyance shall have been a Class I Carrier (as defined by the rules of the Interstate Commerce Commission in force on June 1, 1972) and not an Affiliate of Company.

North Western First Mortgage. The term "North Western First Mortgage" shall mean the Indenture of Mortgage and Deed of Trust, originally executed by Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated as of January 1, 1939, as supplemented and amended on or prior to the date hereof and as hereafter from time to time supplemented or amended in a manner not involving breach of Section 2.03 hereof or of the Financing Agreement.

Omaha First Mortgage. The term "Omaha First Mortgage" shall mean the First Mortgage Indenture, originally executed by Chicago, Saint Paul, Minneapolis and Omaha Railway Company to Central Union Trust Company of New York (now Manufacturers Hanover Trust Company), Trustee, dated May 1, 1929, as supplemented and amended on or prior to the date hereof and as hereafter from time to time supplemented or amended in a manner not involving breach of Section 2.03 hereof or of the Financing Agreement.

Other Mortgages. The term "Other Mortgages" shall mean all general mortgages hereafter entered into by Company as from time to time supplemented or amended, all in a manner not involving breach of Section 2.03 hereof or of the Financing Agreement, which create liens, charges or security interests both (i) having priority to or preference over, or on an equality to or parity with, the lien and security interest of this Mortgage and Security Agreement upon the Mortgaged Property or any part thereof and (ii) which would not constitute Permitted Encumbrances in the absence of clause (a) of the definition of Permitted Encumbrances.

Permitted Encumbrances. The term "Permitted Encumbrances" shall mean, as of any particular time, whether now or hereafter, each of the following:

(a) the respective liens of each of the North Western First Mortgage, Great Western First Mortgage, Great Western General Income Mortgage, M. & St. L. Mortgage, Omaha First Mortgage and Other Mortgages;

(b) all other liens, encumbrances, and security interests outstanding on the date hereof (including, without limitation, the Chemco Mortgage and all right, title, lien or security interest of all Equipment Obligations outstanding on the date hereof);

(c) all right, title, lien or security interest, on or with respect to any transportation equipment or any lease thereof or agreement with respect thereto, of each Equipment Obligation, hereafter issued and incurred within three years after such transportation equipment is constructed or acquired;

(d) purchase money liens and charges created at the time of acquisition thereof on property acquired after the date hereof and liens and charges on any such property existing at the time of acquisition thereof;

(e) subject to Section 2.03 hereof, other liens on an equality to or on a parity with, but not having priority to or preference over, the lien of the Chemco Mortgage on all or any part of the Mortgaged Property to secure indebtedness, not exceeding the aggregate principal amount of $15,000,000 at any one time outstanding;

(f) liens on shares of stock of any Subsidiary of Company to secure, or otherwise in favor of the holder of, any indebtedness, liability or obligation of or with respect to such Subsidiary;

(g) liens for taxes, assessments or governmental charges not then delinquent; liens for workmen's compensation awards and similar obligations not then delinquent; liens or encumbrances in connection with litigation against Company concerning claims for personal injuries or damages to property arising out of the operation of business which are entitled to priority over the lien and security interest of this Mortgage and Security Agreement by operation of law; other liens not exceeding $100,000 in the aggregate, which arise out of litigation against Company and are prior to the lien and security interest of this Mortgage and Security Agreement; liens for the payment or discharge of which provisions satisfactory to Mortgagee have been made; mechanics', laborers', materialmen's and similar liens not at the time delinquent; any liens irrespective of amount, whether or not delinquent, the validity of which is being contested at the time by Company in good faith; and undetermined liens or charges incidental to construction;

(h) liens securing indebtedness neither payable nor assumed nor guaranteed by Company, nor on which it customarily pays interest, on property with respect to which Company owns easements or rights of way;

(i) rights reserved to or vested in any governmental authority or agency or in any municipality by the terms of any franchise, grant, license or permit or by any provision of law to terminate such franchise, grant, license or permit or to purchase or appropriate or recapture or to designate a purchaser of any of the Mortgaged Property; or to demand and collect any tax or other compensation for the use of streets or other public places or to control or regulate the Mortgaged Property;

(j) any obligation or duty affecting the Mortgaged Property or the uses, removal, control or regulation thereof arising under any provision of law or any franchise, grant, license or permit granted or issued by any public authority;

(k) rights of lessees under leases from Company, and interests of others than Company in property owned jointly or in common; and

(l) easements, rights of way, exceptions, reservations, restrictions, conditions, limitations, covenants, adverse rights or interests and any other defects or irregularities in title affecting the Mortgaged Property which in the opinion of Company do not materially affect the use of the Mortgaged Property for the purposes for which it is held by Company and may be properly ignored as to their effect upon the lien and security interest of this Mortgage and Security Agreement.

Person. The term "Person" shall mean any natural person, corporation, firm, joint venture, trust or other unincorporated association, government or governmental agency.

Prior or Parity Mortgage. The term "Prior or Parity Mortgage" shall mean any mortgage which constitutes a Permitted Encumbrance.

Secured Obligations. The term "Secured Obligations" shall mean:

(a) all indebtedness, liabilities and obligations now or hereafter existing or arising of Company to Mortgagee under, or by reason of, any agreement (including any lawful claim of Mortgagee for specific performance or damages on account of breach, of such agreement) of Company contained in the Financing Agreement or in any writing executed pursuant to the Financing Agreement (including this Mortgage and Security Agreement), or in connection with the Financing Agreement or the consummation of any transaction contemplated thereunder; and

(b) all indebtedness, liabilities and obligations, now or hereafter existing or arising, of Company under any debt instrument of Company which, having been guaranteed by Mortgagee as to payment thereof in the Financing Agreement, remain unpaid to an agency of the United States of America upon termination of such guarantee.

Subsidiary. The term "Subsidiary" of any Person shall mean any corporation more than 50% of the outstanding shares of capital stock of which having ordinary voting power (not dependent on default) for the election of directors, or any non-corporate entity more than 50% of the outstanding proprietary interest in which, is owned directly or indirectly by such Person.

Uniform System of Accounts. The term "Uniform System of Accounts" shall mean the Uniform System of Accounts for Railroad Companies prescribed by the Interstate Commerce Commission (or any regulatory agency successor thereto), as at the time in effect.

ARTICLE II

COVENANTS OF COMPANY

SECTION 2.01. *Maintenance and Insurance Proceeds.* Subject to the provisions of Articles IV and V, Company agrees that it will:

(a) maintain the tangible property subject to the lien of this Mortgage and Security Agreement in good order and condition, reasonable wear and tear excepted, and from time to time make all needful and proper repairs thereto, to the extent (i) needful and proper for the efficient and economic operation of its properties and (ii) consistent with its capital resources; and

(b) apply to the acquisition, repair or improvement of property subject to the lien of this Mortgage and Security Agreement an amount equal to the excess, if any, of (i) amounts realized by Company from the proceeds of insurance on property subject to the lien of this Mortgage and Security Agreement, over (ii) amounts so realized which are required to be deposited or applied pursuant to the terms of mortgages included in clause (a) of the definition of Permitted Encumbrances.

SECTION 2.02. *Covenant Against Liens.* Company agrees that it will not voluntarily create, or suffer to be created or to arise, any lien, charge or security interest, other than Permitted Encumbrances, having priority to or preference over, or on an equality to or parity with, the lien and security interest of this Mortgage and Security Agreement upon the Mortgaged Property or any part thereof.

SECTION 2.03. *Permitted Principal Amount of General Mortgages Constituting Permitted Encumbrances.* Company agrees that it will not incur indebtedness secured by mortgages included in clause (a) or by liens included in clause (e) of the definition of Permitted Encumbrances exceeding an aggregate principal amount outstanding on the date the Company incurs or obligates itself to incur such indebtedness, whichever is earlier, equal to $80 million plus its consolidated net income (or less its consolidated net loss) as reported to its shareholders for the period (taken as a single accounting period) beginning on January 1, 1977 and ending at the end of the month which is not less than 30 nor more than 60 days prior to such date of incurrence of, or obligation to incur, such indebtedness, less any net increase (or plus any net decrease) since January 1, 1977 reflected therein in the balance of Account 743, Other Deferred Charges, consolidated, and less any dividends paid or declared on its stock since January 1, 1977. Months included in such period which are subsequent to the period included in the last report to its shareholders shall be included on the basis on which they would be included in the report to shareholders for the period which includes said months.

SECTION 2.04. *Further Assurances.* Company agrees that it will execute and deliver to Mortgagee such instruments (including financing statements) as Mortgagee may from time to time reasonably request for the purpose of evidencing, confirming, perfecting or continuing in effect any lien or security interest granted or intended to be granted hereunder.

SECTION 2.05. *Compliance with Financing Agreement.* Company agrees that it will duly and punctually perform, when due, all of its agreements and obligations under or pursuant to the Financing Agreement.

SECTION 2.06. *Deposit and Withdrawal of Cash.* Company agrees that it will deposit with Mortgagee cash in an amount equal to the excess, if any, from time to time of:

(a) the proceeds (including the fair market value of non-cash proceeds) of the disposition of all property released from the lien of this Mortgage and Security Agreement pursuant to the second and third paragraphs of Section 4.02 hereof;

over:

(b) the cumulative total of amounts charged on Company's books of account to its investment in property accounts for the acquisition or improvement on and after the date of the first release referred to in subparagraph (a) of this Section 2.06 of property which is or upon acquisition shall become subject to the lien of this Mortgage and Security Agreement plus (but only to the extent, and only so long as, the aforementioned "amounts charged" are inadequate to offset deposits which would otherwise be required) the amount, if any, of indebtedness secured by mortgages included in clause (a) or by liens included in clause (e) of the definition of Permitted Encumbrances which Company would be allowed to incur (but has not at that time incurred) under Section 2.03 hereof; provided, however, that such reliance on such allowance under Section 2.03 shall reduce Company's rights under Section 2.03 to the extent of, but only during the period of, such reliance.

Except during the period of an Event of Default hereunder, any cash so deposited may be withdrawn by Company upon delivery to Mortgagee of a certificate by the Vice President-Finance, Comptroller or other chief financial or accounting officer of Company to the extent that said officer therein certifies that the excess which constituted the requirement for the deposit has been reduced or eliminated.

ARTICLE III
PLEDGED SECURITIES

SECTION 3.01. *Action to Effect Pledge.* Company agrees that it will promptly take such action as Mortgagee may from time to time request, which in the opinion of counsel for Mortgagee is necessary and desirable in order to effectively pledge and subject to the lien and security interest of this Mortgage and Security Agreement, all shares of stock, and all proprietary interest and all evidences of indebtedness directly owned by Company of or in all Subsidiaries of Company, or such thereof as may be specified in such request; provided, however, that Company shall not be required to take any such action which in the opinion of counsel for Company would involve the breach by Company of any covenant or agreement with respect to any Permitted Encumbrance. In the event any action pursuant to this Section shall involve the breach by Company of any covenant or agreement with respect to any Permitted Encumbrance created after such action, Mortgagee will take such action as Company may from time to time reasonably request which in the opinion of counsel for Company is necessary in order to avoid such breach. Counsel for Mortgagee and counsel for Company may be their respective house counsel unless and except to the extent that the other party hereto (a) requests that the opinion be given by independent counsel and (b) agrees to pay the fees and expenses of independent counsel with respect thereto.

SECTION 3.02. *Rights of Company.* So long as no Event of Default shall have occurred and be continuing, Company shall be entitled, as against Mortgagee, to exercise all rights of ownership (including any voting rights) with respect to all shares of stock, proprietary interests and evidences of indebtedness at the time subject to the lien and security interest of this Mortgage and Security Agreement, and to receive all dividends, distributions and other payments of every character thereon or with respect thereto.

ARTICLE IV
POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY

SECTION 4.01. *Possession and Use of Mortgaged Property by Company.* While Company shall remain in possession of the Mortgaged Property or any part thereof, it shall be entitled, as against Mortgagee, to manage, operate, use, enjoy and be suffered and permitted to remain in the actual and undisturbed possession of all and singular the Mortgaged Property and to receive, take and use all rents, income, issues, tolls, profits, dividends, income and proceeds thereof.

SECTION 4.02. *Releases.* Any part of the Mortgaged Property which is subject to the lien of any Prior or Parity Mortgage shall, if released from the lien of such Prior or Parity Mortgage in compliance with the provisions thereof, be automatically released from the lien of this Mortgage and Security Agreement without the necessity of any accounting to Mortgagee, and Mortgagee will execute such instruments

of release thereof from the lien and security interest hereunder as Company may reasonably request.

Any part of the Mortgaged Property which consists of real estate and is not subject to the lien of any Prior or Parity Mortgage may be released from the lien of this Mortgage and Security Agreement only under such circumstances (including compliance, insofar as practicable, with procedures) as would, if such part of the Mortgaged Property were subject to the lien of the North Western First Mortgage, accomplish the release thereof from the lien of such Mortgage under the provisions thereof in effect on June 1, 1972 (except that any reference in such Mortgage to the Trustee shall be deemed to be to Mortgagee and except that any cash deposited with Mortgagee in connection with such release shall, if at the time no Event of Default shall have occurred and be continuing, be released to or upon the order of Company upon its request), and Mortgagee will execute such instruments of release thereof from the lien and security interest hereunder as Company may reasonably request.

Any part of the Mortgaged Property which does not consist of real estate, which is not subject to the lien of any Prior or Parity Mortgage and which is disposed of by Company to a transferee other than an Affiliate of Company shall, if at the time no Event of Default shall have occurred and be continuing, be automatically released from the lien of this Mortgage and Security Agreement without the necessity of any accounting to Mortgagee, and Mortgagee will execute such instruments of release thereof from the lien and security interest hereunder as Company may reasonably request.

For the purposes of this Section 4.02: the term "real estate" shall include any interest in real estate, any lease of real estate and any rents under any such lease; and the Omaha First Mortgage shall not be considered to be a Prior or Parity Mortgage.

ARTICLE V
CONSOLIDATION, MERGER, CONVEYANCE OR LEASE

SECTION 5.01. *Consolidation, Merger, Conveyance or Lease by Company.* Nothing in this Mortgage and Security Agreement shall prevent the consolidation of Company with, or the merger of Company into, any other corporation lawfully entitled to acquire the Mortgaged Property, or shall prevent any conveyance or lease, subject to the continuing lien of this Mortgage and Security Agreement, of all or substantially all of the Mortgaged Property to any such other corporation; provided however, that:

(a) Every such consolidation, merger, conveyance or lease shall be on such terms as shall fully preserve the lien and security interest of this Mortgage and Security Agreement and the rights and powers of Mortgagee hereunder.

(b) Any such lease shall be expressly made subject to immediate termination by Mortgagee, at any time upon the occurrence and during the continuance of an Event of Default.

(c) Upon any such consolidation, merger, conveyance or lease the successor corporation or the lessee corporation, as the case may be, shall expressly assume the due and punctual performance of all the terms, agreements and covenants of this Mortgage and Security Agreement and of the Financing Agreement and of any writing executed pursuant to the Financing Agreement required to be kept, preserved or performed by Company.

(d) In the event of any such consolidation, merger or conveyance, the successor corporation shall, subject to the exceptions provided in Section 5.02 hereof, expressly grant and convey, as further security for the payment and performance of the Secured Obligations, and shall subject to the lien and security interest of this Mortgage and Security Agreement, all of its property and franchises then owned and which it may thereafter acquire of the character and kind which, under the terms of this Mortgage and Security Agreement, are required to be subjected to the lien and security interest hereof, all as fully as though such consolidation, merger or conveyance had not taken place and such property and franchises had been acquired by Company.

In the event of any such consolidation, merger or conveyance, the successor corporation shall cause to be executed and delivered to Mortgagee a supplemental indenture to this Mortgage and Security Agreement, confirming and evidencing the requirements of this Section 5.01, whereupon such successor corporation shall succeed to and be substituted for Company with the same force and effect as if such successor corporation had been named in and had executed this Mortgage and Security Agreement as the party of the first part hereto, and

may exercise every power, authority and right herein reserved to or conferred upon Company; provided, however, that in the event of any such conveyance, the corporation making such conveyance shall not be relieved of any liability under this Mortgage and Security Agreement.

For the purposes of this Article V, the term "conveyance" shall mean any sale, conveyance or transfer, and the term "successor corporation" shall mean the corporation resulting from any such consolidation, the corporation surviving any such merger, or the corporation to which any such conveyance shall be made.

SECTION 5.02. *Limitation of Lien on Property of Successor Corporation.* In the event there shall be a consolidation of Company with a corporation which immediately prior to such consolidation shall have been a Class I Carrier (as defined by the rules of the Interstate Commerce Commission in force on June 1, 1972) and not an Affiliate of Company (other than a New Carrier Affiliate of Company), or a merger of Company into, or a conveyance by Company of all or substantially all of the Mortgaged Property to, a corporation which immediately preceding such merger or conveyance shall have been a Class I Carrier (as so defined) and not an Affiliate of Company (other than a New Carrier Affiliate of Company), the successor corporation may, but need not, make an express grant of its property and franchises as provided in subparagraph (d) of the first paragraph of Section 5.01 hereof, and in the absence of such express grant by such successor corporation, this Mortgage and Security Agreement shall not, by reason of such consolidation, merger or conveyance, constitute and become a lien upon or security interest in, and the term "Mortgaged Property" shall not include or comprise, the following:

(a) any property, right or franchise which, immediately prior to such consolidation, merger or conveyance, was owned by any corporation (other than Company) which is a party to such consolidation or merger or by the corporation to which Company may make such conveyance; or

(b) any property, right or franchise which may be purchased, constructed or otherwise acquired by such successor corporation after the date of such consolidation, merger or conveyance, excepting only the property, rights and franchises referred to in clauses (i) through (v) of the next following paragraph, which, as and when purchased, constructed or otherwise acquired by such successor corporation, shall be and become subject to the lien and security interest of this Mortgage and Security Agreement.

Any supplemental indenture provided for by Section 5.01 hereof which, by reason of the provisions of this Section 5.02, is not required to contain an express grant by the successor corporation of its property and franchises as provided in subparagraph (d) of the first paragraph of Section 5.01, shall in any event contain an express grant by such successor corporation, confirming the lien and security interest of this Mortgage and Security Agreement upon the Mortgaged Property in existence immediately prior to the consolidation, merger or conveyance, and subjecting to the lien and security interest of this Mortgage and Security Agreement, as fully as if such consolidation, merger or conveyance had not taken place and the same had been acquired by the original party of the first part hereto, the following property, rights and franchises purchased, constructed or otherwise acquired by such successor corporation after the date of such consolidation, merger or conveyance:

(i) all property which shall be acquired with moneys from any fund under the North Western First Mortgage, the Great Western First Mortgage, the Great Western General Income Mortgage, the M. & St. L. Mortgage or Other Mortgages, or with cash at any time held under any such Mortgage by the Trustee thereunder, or in exchange for property released from the lien of any such Mortgage, and all property the acquisition or construction of which shall be made the basis for any withdrawal of cash under any provision of any such Mortgage;

(ii) all betterments, extensions, improvements and additions, of, to, upon or for the property, rights and franchises subject to the lien and security interest of this Mortgage and Security Agreement;

(iii) all repairs, renewals, replacements, substitutions and alterations of, to, upon or for the property, rights and franchises subject to the lien and security interest of this Mortgage and Security Agreement;

(iv) all property, rights and franchises appurtenant to any property subject to the lien and security interest of this Mortgage and Security Agreement; and

(v) an appropriate portion, properly identified so as to effectively create a lien and security interest hereunder, of all property (not covered by the preceding clauses (i) through (iv)) purchased, constructed, or otherwise acquired after the date of such consolidation, merger or conveyance and which shall consist of equipment (whether or not transportation equipment), and additions, betterments and improvements thereto, inventory, accounts, contract rights, chattel paper and general intangibles, which appropriate portion shall be determined on the basis of the percentage of the revenues of the successor corporation which may be expected to be attributable to rights and franchises of the successor corporation subject to the lien and security interest of this Mortgage and Security Agreement; and any final determination of such appropriate portion by the Interstate Commerce Commission or other federal governmental authority having jurisdiction of the consolidation, merger or conveyance shall be conclusive.

SECTION 5.03. *Merger into or Conveyance to Company.* Nothing contained in this Mortgage and Security Agreement shall prevent Company from merging into itself, or acquiring by conveyance all or any part of the property and franchises of, any other corporation, whether or not an Affiliate of Company.

In case Company shall acquire by any such merger or conveyance all or substantially all of the property of any other corporation which immediately prior to such merger or conveyance shall have been a Class I Carrier (as defined by the rules of the Interstate Commerce Commission in force on June 1, 1972) and not an Affiliate of Company (other than a New Carrier Affiliate of Company), this Mortgage and Security Agreement shall not, by reason of such merger or conveyance, constitute and become a lien upon or security interest in, and the term "Mortgaged Property" shall not include or comprise, the following:

(a) any property, right or franchise of such other corporation so acquired; and

(b) to the extent requested by Company, any property, right or franchise which may be purchased, constructed or otherwise acquired by Company after the date of such merger or conveyance and which, if such merger or conveyance had instead been a transaction whereunder Company merged into a successor corporation and such property, right or franchise were purchased, constructed or otherwise acquired by such successor corporation, would not have been required by the provisions of Section 5.02 hereof to be subjected to the lien and security interest of this Mortgage and Security Agreement; and

upon request of Company, Mortgagee will join in the execution and delivery of a supplemental indenture to this Mortgage and Security Agreement confirming and evidencing the foregoing.

ARTICLE VI

REMEDIES OF MORTGAGEE

SECTION 6.01. *Events of Default.* If one or more of the following events herein called "Events of Default" shall occur, that is to say:

(a) an event of default as defined in the Financing Agreement shall have occurred and either (1) as a result thereof Mortgagee makes any payment pursuant to Mortgagee's guarantee under the Financing Agreement or (2) Mortgagee's obligation under the Financing Agreement to make such payment shall terminate or shall have terminated; or

(b) in the absence of the occurrence of an event of default as defined in the Financing Agreement, default shall be made by Company in the observance, performance or payment of any Secured Obligations and such default shall continue for 90 days after notice setting forth such default and requiring the same to be remedied shall have been given to Company by Mortgagee; provided, however, that if such default is one which cannot be cured by Company within such 90 days, such period of 90 days shall be extended for such additional period during which Company is diligently seeking to cure such default;

then and in each and every such case, Mortgagee, personally or by its agents or attorneys, may, by notice to Company declare to be and become immediately due and owing by Company to Mortgagee, and thereupon there shall immediately become due and owing and payable to Mortgagee by Company, and Company agrees to pay forthwith to Mortgagee:

(i) in case of any Event of Default described in subparagraph (a) above, without affecting in any way the rights and remedies available to Mortgagee under the Financing Agreement, a sum

equal to the amount of any payment due Mortgagee by reason of such Event of Default; and

(ii) in case of any Event of Default described in subparagraph (b) above, a sum equal to the amount of damages suffered by Mortgagee as a result of the default by Company which shall have given rise to such Event of Default;

provided, however, that each Event of Default shall constitute an Event of Default only during such period of time during which an amount payable to Mortgagee with respect thereto remains unpaid.

SECTION 6.02. *Enforcement of Remedies.* So long as any Event of Default shall have occurred and be continuing, Mortgagee may from time to time, in its discretion, enforce and pursue any and all rights and remedies with respect to the Mortgaged Property or any part thereof (whether by foreclosure in judicial proceedings, sale with or without judicial proceedings, or otherwise) as may be available to it under applicable law. Any proceeds of any disposition by or on behalf of Mortgagee of the Mortgaged Property or any part thereof may be applied by it to the payment of expenses in connection with all or any part of the Mortgaged Property and disposition thereof, including reasonable attorneys fees and legal expenses, and any balance of such proceeds may be applied by Mortgagee, in such order of application as it may determine in its discretion, to the payment of all or any part of any sum then payable to Mortgagee under the provisions of Section 6.01 hereof, without relieving Company from any liability with respect to any portion of such sum remaining unpaid after such application.

SECTION 6.03. *No Waiver.* No failure or delay on the part of Mortgagee in the exercise of any right or remedy under or with respect to this Mortgage and Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE VII

TERMINATION

This Mortgage and Security Agreement, and the lien hereof and the security interest hereunder, shall terminate and cease to be of any further force and effect, on the date on which the Financing Agreement terminates or on such earlier date as may be agreed to in writing by Company and Mortgagee. Upon any such termination of this Mortgage and Security Agreement, Mortgagee will execute such instruments of release and satisfaction of this Mortgage and Security Agreement as Company may reasonably request.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. *Certain Action by Mortgagee.* Mortgagee agrees that in the event (a) any holder (or any Trustee for or representative of any holder) of any obligation secured by the terms existing at the date hereof of any Permitted Encumbrance existing at the date hereof shall at any time give written notice either to Mortgagee or Company to the effect that any provision of this Mortgage and Security Agreement constitutes a default in the observance or performance of any covenant, condition, or agreement on the part of Company contained under or in connection with such Permitted Encumbrance and requiring such default to be remedied, and (b) a written opinion, addressed to Mortgagee, of independent counsel for Company to the effect that such a default exists shall be given to Mortgagee, then Mortgagee will, as promptly as practicable, take such action, including such amendment of any provision of this Mortgage and Security Agreement and the release or subordination of any lien or security interest hereunder, as such counsel shall specify in such opinion as the minimum action required to be

taken by Mortgagee in order to remedy any such default. Mortgagee and Company each agrees to immediately notify the other upon receipt by it of any written notice to the foregoing effect from any such holder, Trustee or representative.

SECTION 8.02. *Notices.* All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage prepaid, as follows:

(a) If to Mortgagee, to:

Federal Railroad Administrator
Attn: Associate Administrator
for Federal Assistance
400 Seventh Street, S.W.
Washington, D.C. 20590

or in such other manner as Mortgagee may from time to time specify by notice to Company; and

(b) If to Company, to:

Chicago and North Western Transportation Company
c/o Sonnenschein Carlin Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606

or in such other manner as Company may from time to time specify by notice to Mortgagee.

SECTION 8.03. *Headings.* The various headings used in this Mortgage and Security Agreement for Articles or Sections are for convenience only and shall not be used in interpreting this Mortgage and Security Agreement or the text of any Article or Section hereof.

SECTION 8.04. *Severability.* Wherever possible, each provision of this Mortgage and Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if for any reason whatsoever, any provision of this Mortgage and Security Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or cases in any particular jurisdiction or jurisdictions or in all jurisdictions or in all cases, such circumstances shall not have the effect of rendering such provision inoperative, unenforceable or invalid in any other jurisdiction or in any other case or of rendering any other provisions of this Mortgage and Security Agreement inoperative, unenforceable or invalid.

SECTION 8.05. *Successors and Assigns.* This Mortgage and Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and subject to the provisions of Article V hereof, their respective successors and assigns.

SECTION 8.06. *Counterparts.* This Mortgage and Security Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute together but one and the same instrument.

IN WITNESS WHEREOF, Chicago and North Western Transportation Company has caused this Mortgage and Security Agreement to be signed on its behalf and acknowledged by its President or a Vice President and its corporate seal to be affixed hereto attested by its Secretary or an Assistant Secretary, and the United States of America, represented by the Secretary of Transportation acting through the Administrator of the Federal Railroad Administration, has caused this Mortgage and Security Agreement to be signed on its behalf and acknowledged, and the seal of the Federal Railroad Administration to be affixed thereto, by the Administrator of the Federal Railroad Administration, all as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

[CORPORATE SEAL]

By _____
Richard M. Freeman
Vice President

ATTEST:

_____
Diane Kohler-Rausch
Assistant Secretary

In the presence of:

Janet A. Scott

Janet A. Scott

Melvin F. Chatterton

Melvin F. Chatterton

UNITED STATES OF AMERICA
By the
SECRETARY OF TRANSPORTATION
Acting through the
ADMINISTRATOR OF THE
FEDERAL RAILROAD ADMINISTRATION

By John M. Sullivan

John M. Sullivan
Administrator

[SEAL]

In the presence of:

Robert F. Heath

Robert F. Heath

Carol E. Owens

Carol E. Owens

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, BERNARD J. ALLEN, a Notary Public in and for said County, Do HEREBY CERTIFY that RICHARD M. FREEMAN, personally known to me to be a Vice President of Chicago and North Western Transportation Company, a Delaware corporation, and DIANE KOHLER-RAUSCH, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person, and, being by me duly sworn, severally said and acknowledged that they are a Vice President and an Assistant Secretary, respectively, of said corporation, that they signed and delivered said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation.

GIVEN under my hand and notarial seal this 7th day of March, A.D. 1978.

Bernard J. Allen

Bernard J. Allen
Notary Public

My commission expires July 18, 1978.

[NOTARIAL SEAL]

DISTRICT OF COLUMBIA, } ss.

I, HAROLD E. FINNEY, a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY that JOHN M. SULLIVAN, personally known to me to be the Administrator of the Federal Railroad Administration, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Administrator, appeared before me this day in person, and, being by me duly sworn, said and acknowledged that he is the Administrator of the Federal Railroad Administration, that he signed, affixed thereto the seal, and delivered said instrument as Administrator of the Federal Railroad Administration, on behalf of the United States of America, pursuant to authority given by the Secretary of Transportation (49 CFR 1.49(u)) as his free and voluntary act, and as the free and voluntary act and deed of the Secretary of Transportation and the United States of America, for the uses and purposes therein set forth, and that the seal affixed to said instrument is the seal of the Federal Railroad Administration.

GIVEN under my hand and notarial seal this 8th day of March, A.D. 1978.

Harold E. Finney

Harold E. Finney
Notary Public

My commission expires February 14, 1980.

[NOTARIAL SEAL]

STATE OF WISCONSIN
Department of State } ss.
Received this 19th day of
April A. D. 19 78 at 10
o'clock A. M. and recorded in Vol.
5C of R.R. M.
on page 567-575
Douglas LaFollette
Secretary of State

STATE OF WISCONSIN
DEPARTMENT OF STATE
RECEIVED AND FILED
MAY 1 1978
DOUGLAS LAFOLLETTE
SECRETARY OF STATE

UCC-3 FINANCING STATEMENT

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD CO.

In Mauston, Juneau County, Wisconsin, described as follows:

Chicago, Milwaukee, St. Paul and Pacific Railroad Company Right of Way and Station Grounds; in the Northeast ¼ of the Southeast ¼ of Section 12, Township 15 North, Range 3 East.

FILING #30

STATE OF WISCONSIN
Department of State } ss.
Received this ..... day of
..... A. D. 19 .....
o'clock ..... M. and recorded in Vol.
..... of .....
on page .....
.....
Secretary of State

576

BURLINTON NORTHERN INC., a Delaware corporation, Grantor, hereby quitclaims to STATE OF WISCONSIN, Grantee, for the sum of One Dollar ($1.00) and other valuable consideration, all interest in the following described tract of land in the City of Superior, Douglas County, Wisconsin:

The southwesterly 12 feet of the southeasterly 30 feet of Lot 3, and the southwesterly 12 feet of Lots 4 and 5, Block 11, Plat of Superior City, City of Superior, Wisconsin.

(also)

The southwesterly 12 feet of Lots 1 through 5, Block 10 and the Southwesterly 15 feet of Lots 1 through 5, Block 9, Plat of Superior City, City of Superior, Wisconsin.

(also)

The southwesterly 12 feet of vacated "G" Street (1st Avenue East) and the southwesterly 15 feet of "I" Street (3rd Avenue East); said tracts lying adjacent to the northeast line of East Second street (as platted), City of Superior, Wisconsin.

The above described tracts of land contain 0.27 acres, more or less.

Also conveyed herein are all rights of access between the right of way of East Second Streeet (currently designated as USH 53) and all of the abutting remaining real property of the Grantor. Said property being located in and between Blocks 8,9,10 and 11, Plat of Superior City, City of Superior, Wisconsin.

EXCEPTING and RESERVING unto the Grantor, its successors and assigns, forever, all iron, natural gas, oil and all minerals of any nature whatsoever upon or in said land together with the sole, exclusive and perpetual right to explore for, remove and dispose of the same by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors and assigns.

IN WITNESS WHEREOF THE said BURLINGTON NORTHERN INC. has caused its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, and this instrument to be executed by its Vice President, this 23rd day of MARCH

BURLINGTON NORTHERN INC.

STEVEN E. TUSA (signed)

J. C. KENADY (signed)
Vice President

MARY E. DU BOIS (signed)

G. F. STEINHIBEL (signed
Asst. Secretary

(SEAL)

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 23rd day of MARCH 1978, before me personally came J. C. KENADY, Vice President, and G.F. STEINHIBEL, Assistant Secretary of the above named corporation, Burlington Northern Inc., who are to me known to be such Vice President and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers and as the free act and deed of said corporation by its authority.

R. H. BROKOPP (signed)
Notary Public - Minnesota
SEAL Ramsey County
My Comm. Expires April 22, 1983

STATE OF WISCONSIN } ss.
Department of State }
Received this 2nd day of May A. D. 1978 at 10 o'clock a M, and recorded in Vol. 50 of R.R. on page 576
Douglas La Follette
Secretary of State

PROJECT 108-5(23 - PARCEL #94-A

State of Wisconsin
PUBLIC RECORDS BOARD

STATEMENT OF COMPLIANCE
FORM CPR 11

AGENCY	DATE
Secretary of State	1984
DIVISION	**REEL NUMBER**
—	50
RECORD SERIES	**DISPOSAL AUTHORIZATION NUMBER**
Railroad Mortgages	

I certify that the film listed above complies with the minimum standards of quality for permanent photographic records, as established by the Public Records Board and that the film was processed and developed in accordance with minimum standards established by the Board.

FILM DEVELOPER AND PROCESSOR

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

Douglas LaFollette

HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

State of Wisconsin
PUBLIC RECORDS BOARD

CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER	REDUCTION RATIO	DISPOSAL AUTHORIZATION NUMBER
50	20:1	414:53

CAMERA (TYPE)	(MODEL)	(SERIAL NUMBER)
Recordak	MRC-4	342

TITLE OF RECORD SERIES

Railroad Mortgages

AGENCY

Sec. of State

I certify that I have on this day of 9-18, 1984, photographed the above described documents in accordance with the standards and procedures established by Section 16.61 of the Wisconsin Statutes.

ROLL BEGINS WITH	ROLL ENDS WITH
Vol. 50	Vol. 50
	CAMERA OPERATOR: C. N.