

T 00640

EXHIBIT G-1

TRACKAGE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of February, 1985, by and between RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, DEBTOR ("Milwaukee"), and SLRCO, INC. a Minnesota corporation ("SLRCO").

The parties hereto agree as follows:

ARTICLE I.

JOINT LINE DEFINED

1.1 The term "Joint Line" refers to the following trackage, as shown in approximation on Exhibit A, and ancillary facilities between Madison Street, Chicago, Illinois (Mile Post 0.2) and Fox Lake, Illinois (Mile Post 49.79) ("North Line") and between Tower A-5 (Mile Post 5.26) and Almora, Illinois (Mile Post 40.26) ("West Line"): (a) the right of way and improvements thereto, including, but not limited to, rails, ties, ballast, switches, turnouts, wyes, crossovers, bridges, culverts, fills, cuts, right of way fences, embankments, tunnels and grade crossings and grade crossing signals; (b) sidings and spurs, except industry owned spurs; (c) signals and communication facilities; (d) interlocking devices;

(e) towers, sheds, buildings and structures; and (f) such other property, equipment and facilities necessary to the provision of freight service and intercity passenger service ("Service") on the North line and West Line and used by the Milwaukee in the normal course of providing Service. The Joint Line shall not include air rights.

1.2 For the purposes of equitably dividing the monthly expenses for billing purposes between the two parties, the Joint Line shall be divided on a zone basis as follows:

a. North Line

Zone 1 (1 main). Between Fox Lake, Illinois (Mile Post 49.79) and Rondout, Illinois (Mile Post 32.25).

Zone 2 (1 and 2 mains). Between Rondout, Illinois (Mile Post 32.25) and Deerfield, Illinois (Mile Post 24.58).

Zone 3 (1 and 2 mains). Between Deerfield, Illinois (Mile Post 24.58) and Tower A-20, Techny, Illinois (Mile Post 20.63).

Zone 4 (1 and 2 mains). Between Tower A-20, Techny, Illinois (Mile Post 20.63) and Tower A-5, Chicago, Illinois (Mile Post 5.85).

Zone 5 (1, 2 and 3 mains). Between Tower A-5, Chicago, Illinois (Mile Post 5.85) and Tower A-2, Chicago, Illinois (Mile Post 3.02).

Zone 6 (1, 2 and 3 mains). Between Tower A-2, Chicago, Illinois (Mile Post 3.02) and Canal Street, Chicago,

Illinois (Mile Post 0.57), such mains being jointly owned by Milwaukee and The Consolidated Rail Corporation ("Conrail") under an Agreement dated February 7, 1873, as amended.

Zone 7 (1 and 2 mains). Between Lake Street, Chicago, Illinois (Mile Post 0.55) and Madison Street, Chicago, Illinois (Mile Post 0.20), such mains being jointly owned by Milwaukee and Conrail under an Agreement dated February 7, 1873, as amended.

b. West Line (1 and 2 Mains)

Zone 8. Between Almore, Illinois (Mile Post 40.26) and Elgin, Illinois (Mile Post 36.64).

Zone 9. Between Elgin, Illinois (Mile Post 36.64) and Spaulding, Illinois (Mile Post 32.75).

Zone 10. Between Spaulding, Illinois (Mile Post 32.75) and Tower B-17, Bensenville, Illinois (Mile Post 16.87).

Zone 11. Between Tower B-17, Bensenville, Illinois (Mile Post 16.87) and Tower B-12, Franklin Park, Illinois (Mile Post 12.82).

Zone 12. Between Tower B-12, Franklin Park, Illinois (Mile Post 12.82) and Tower A-5, Chicago, Illinois (Mile Post 5.11).

ARTICLE II.

GRANT FOR OPERATION OF TRAINS

2.1 Milwaukee grants to SLRCO the non-exclusive right to use the Joint Line solely for the purpose of providing Service over the Joint Line, and the exclusive right to provide Service to industries on the Joint Line. SLRCO's right to use the Joint Line shall be in common with the Regional Transportation Authority and its assignee, Northeast Illinois Regional Commuter Railroad Corporation (collectively "RTA") pursuant to a Trackage Agreement dated September 16, 1982 between the Milwaukee and RTA (the "RTA Agreement") and such other railroad company or companies previously or subsequently admitted to the use of any part of the Joint Line; provided that:

(a) Except for (1) FRA track inspections, (2) emergencies and (3) temporary detour usage of less than 30 days in a 12 month period, the Milwaukee shall not admit any third party to the use of any part of the Joint Line ("Third Party Use") which materially interferes with SLRCO's use (or the use of any third party admitted by SLRCO) of the Joint Line as contemplated by this Agreement.

(b) SLRCO shall not permit any third party (except Amtrak) to use or detour over any portion of the Joint Line or agree to operate on the Joint Line the trains, engines and cars

which in the normal course of business would not be considered the trains, engines or cars of SLRCO engaged in Service, except that SLRCO may admit a third party to use of the Joint Line in accordance with Section 2.3.

2.2 The rights herein granted to SLRCO to use the Joint Line are limited solely to the provision of Service; nothing in this Agreement shall be construed to give SLRCO or any third party the right to operate Commuter Service as defined in the RTA Agreement.

2.3 SLRCO may admit a third party to use of the Joint Line as long as:

(a) the third party's use of the Joint Line would not materially interfere with any other prior user of the Joint Line;

(b) the third party is not allowed any use of the Joint Line which would not be permitted to SLRCO under this Agreement; and

(c) the third party pays the Milwaukee an amount equal to its proportionate share of Reimbursable Expenses (defined below) and capital expenditures upon the same terms provided in this Agreement with respect to SLRCO, plus a fixed rental at least equal to a base rental of \$645,000 per year escalated from March, 1984 in accordance with the provisions of Section 5.2(g) multiplied by the ratio of the route miles the

third party is admitted to use to the route miles of the entire Joint Line.

ARTICLE III.

CONSTRUCTION OF ADDITIONAL SIDINGS

3.1 As of the date of this Agreement, the sidings which exist on the Joint Line are sufficient to permit safe and efficient operation of the existing level of Commuter Service and Service over the Joint Line. The Milwaukee shall construct any additional sidings which are made necessary in its judgment by increased levels of traffic over the Joint Line or which are requested by SLRCO. The costs of the construction of these additional sidings shall be paid by:

(a) SLRCO, if the sidings are made necessary solely due to an increase in the operations of SLRCO or are requested by SLRCO;

(b) A third party, if the sidings are made necessary solely due to increases in the operations of a third party (including RTA) admitted to the use of the Joint Line;

(c) SLRCO and a third party pursuant to a separate agreement allocating such costs if the sidings are made necessary by increases in the operations of both SLRCO and a third party (including RTA) admitted to the use of the Joint Line.

ARTICLE IV.

RADIO COMMUNICATIONS EQUIPMENT

4.1 SLRCO shall, at its sole expense, maintain, repair and replace, as necessary, all radio communications equipment on its trains, engines and cars to permit safe and efficient operation on the Joint Line.

ARTICLE V.

PAYMENT

5.1 SLRCO shall pay to the Milwaukee the amounts described in this Article V. Payment shall be made in accordance with Article VI.

5.2 As used in this Agreement, the following terms shall have the meanings ascribed to them:

- (a) Estimated SLRCO Summary Expense Bill -- the Milwaukee's reasonable and good faith estimate of SLRCO's proportionate share of Reimbursable Expenses for a calendar month.
- (b) SLRCO Summary Expense Bill -- the monthly bill (or credit) submitted by the Milwaukee to SLRCO for SLRCO's proportion of Reimbursable Expenses for a calendar month, as computed pursuant to Section 5.4.
- (c) Property Tax Bill -- the annual bill submitted by the Milwaukee to SLRCO for the payment of SLRCO's proportion-

ate share computed pursuant to Section 5.3 for general real estate taxes with respect to the Joint Line in the counties of Cook, Lake, DuPage and Kane within the State of Illinois.

(d) Gross Ton Mile Proportion -- the ratio determined by dividing the gross ton miles generated by all trains, engines, cars and contents (including passengers) by or on behalf of SLRCO in each zone of the Joint Line during a calendar month by the total number of gross ton miles generated by all trains, engines, cars and contents (including passengers) by or on behalf of the SLRCO and any third parties (including RTA) in each zone during that month. The number of passengers on each SLRCO or third party (including RTA) train during a month shall be determined on the basis of an annual joint study of the RTA and SLRCO.

(e) Train Count Proportion -- the ratio determined by dividing the number of trains operated by or on behalf of Parent in each zone of the Joint Line during a calendar month by the total number of all trains operated by or on behalf of the SLRCO and any third parties (including RTA) in each zone during that month.

(f) Reimbursable Expenses -- Reimbursable Expenses means the following expenses incurred by or on the account of the Milwaukee or on the account of SLRCO:

(1) the expenses incurred during the term of this Agreement and attributable to this Agreement as recorded in the Milwaukee's or SLRCO's accounts;

(2) the expenses properly chargeable to the zones defined in Section 1.2 of this Agreement;

(3) the ordinary and necessary expenses incurred for material (including normal handling charges), labor, health and welfare benefit, fuel, equipment rentals, payroll taxes (including "head" taxes), sales taxes, use taxes and excise taxes and miscellaneous expenses in maintaining, operating, repairing and renewing the Joint Line.

Reimbursable Expenses shall be accounted for by the accrual method of accounting in the Milwaukee's and SLRCO's accounts, consistently applied. Except as required by applicable ICC regulations, changes made by SLRCO or the Milwaukee in its accounting system shall not affect the timing of recognition of Reimbursable Expenses under this Agreement.

(g) Fixed Expense -- Fixed Expense shall mean \$645,000 per year, payable in 12 equal monthly installments, which shall be adjusted in accordance with this paragraph. As of the first of March in each year beginning March 1, 1985, Fixed Expense shall be adjusted based on the ratio of the Consumer Price Index - Urban, All Items, United States City Average ("CPI-U") as published by the U.S. Department of Labor for that month to the CPI-U for March 1984. The adjustment shall be based on the first published final index for March of that year, or if not available, the first published final index for the most recently available prior month. Any adjustment based upon an index for a prior month shall be provisional, and

revisions to this provisional adjustment, if necessary, will be made at the time the first published final index for March is available. Should the CPI-U be discontinued or the basis for its calculation be substantially modified, a proper index shall be substituted by mutual agreement of the parties.

5.3 General real estate taxes payable by the Milwaukee with respect to the Joint Line on a county by county basis shall be allocated on the basis of the ratio of the unit-miles of the locomotives, cars and cabooses operated by or on behalf of SLRCO over the entire Joint Line during a calendar year to the unit-miles of all locomotives, cars and cabooses operated over the entire Joint Line during that year. Each yearly Property Tax Bill shall be initially based on the tax bills for the preceding year for which a definite tax bill is available and movements for the preceding year, and shall be adjusted, based on actual movements and actual tax bills, within 30 days of receipt of the actual tax bills for each year during the term of this Agreement. The Property Tax Bill for each year shall be submitted by the Milwaukee to SLRCO on or after August 1 of the year to which it applies, beginning with the year 1984 (for 1984 taxes), payable by the 15th day of the month after the month of receipt of the bill. The Property Tax Bill shall be pro-rated for a partial year; such prorations shall be made within 30 days after definite data requiring the proration becomes available.

The Milwaukee shall pay any balances due pursuant to such adjustment or proration within 30 days of an adjustment or proration; SLRCO shall pay any balance due pursuant to an adjustment or proration within 30 days after receipt of an invoice from the Milwaukee.

Any special assessments levied against the Joint Line shall be amortized over the useful life of the facility for the construction or improvement of which the special assessment was levied. The amount of such special assessment applicable to each calendar year of this Agreement shall be allocated between the parties, billed, paid, pro-rated and adjusted on the same basis as general real estate taxes.

5.4 SLRCO and the Milwaukee shall allocate Reimbursable Expenses as follows:

(a) Maintenance of way and structures expenses incurred for each zone of the Joint Line shall be allocated on a monthly basis between the parties on the Gross Ton Mile Proportion.

(b) Transportation, signal and communication systems expenses and maintenance expenses of non-Milwaukee owned equipment (used in the operation or maintenance of the Joint Line) incurred for each zone of the Joint Line shall be allocated on a monthly basis between the parties on a Train Count Proportion.

(c) Expenses for train dispatchers incurred in operating the Joint Line shall be allocated on a monthly basis by

the average of the Train Count Proportions for all zones of the Joint Line.

(d) The monthly allocated share of labor and fringe benefits expenses (including payroll taxes) determined in accordance with subparagraphs (a) through (c) above shall be increased for administrative overhead and vacation and holidays in accordance with Exhibit B.

(e) Monthly expenses incurred for joint facilities which are part of the Joint Line not solely owned by the Milwaukee, identified in Exhibit C, shall be allocated on a Train Count Proportion in the zone in which each facility is located.

5.5 All amounts to be paid by either party under this Agreement shall bear interest from the date the amount was due in accordance with this Agreement until paid at a rate equal to 2% in excess of the corporate base rate of interest announced from time to time by The First National Bank of Chicago, changing as and when such corporate base rate changes.

5.6 SLRCO shall have no liability for any payments or other obligations arising out of its use of the Joint Line pursuant to this Agreement except as provided in this Article V or specifically provided in another provision of this Agreement.

5.7 At the end of each calendar year the Milwaukee shall recalculate SLRCO's and the Milwaukee's respective pro-

portions of the charges set forth in section 5.4 on the basis of SLRCO's Gross Ton Mile Proportion and Train Count Proportion for such calendar year. Such recalculation shall be computed within 45 days after the expiration of such calendar year.

In the event that SLRCO's proportion of such charges for such calendar year exceeds the sum of SLRCO's proportion of such charges for each of the individual months during such calendar year, SLRCO shall pay the Milwaukee such difference within 30 days of such recalculation; and in the event that SLRCO's proportion of such charges for such calendar year is less than the sum of SLRCO's proportion of such charges computed for each of the individual months during such calendar year, the Milwaukee shall pay SLRCO such difference within 30 days of such recalculation or credit SLRCO with such amount in the next Estimated SLRCO Summary Expense Bill.

ARTICLE VI.

MANNER OF PAYMENT -- INSPECTION OF RECORDS

6.1 SLRCO shall pay Fixed Expense installments on the first day of each month, and shall pay the annual Property Tax Bill on or before the 15th day of the month following the month in which it was received.

6.2 On the first day of each calendar month the Milwaukee shall submit to SLRCO an Estimated SLRCO Summary

Expense Bill for that month. If the Estimated SLRCO Summary Expense Bill shows that SLRCO owes the Milwaukee, the amount owing shall be due within 15 days of receipt of the Estimated SLRCO Summary Expense Bill. If the Estimated SLRCO Summary Expense Bill shows that the Milwaukee owes SLRCO, the amount shall be paid to SLRCO within 30 days of the date of the Estimated SLRCO Summary Expense Bill.

The Milwaukee shall submit to SLRCO within 45 days after the end of each calendar month the SLRCO Summary Expense Bill for that month. If the Estimated SLRCO Summary Expense Bill showed more owing by SLRCO or less owing by the Milwaukee than the SLRCO Summary Expense Bill, the Milwaukee shall credit SLRCO with the excess in the following month's Estimated SLRCO Summary Expense Bill or pay the excess to SLRCO within 15 days. If the Estimated SLRCO Summary Expense Bill showed less owing by SLRCO or more owing by the Milwaukee than the SLRCO Summary Expense Bill, SLRCO shall pay the difference by the 15th day of the month following the month in which the SLRCO Summary Expense Bill is received.

6.3 SLRCO shall furnish to Milwaukee, within 15 days after the end of each calendar month during the term of this Agreement, a statement showing for that month: (a) the train count for the trains operated by or on behalf of SLRCO over each zone of the Joint Line; (b) the gross ton miles generated by the trains, engines and cars and contents operated by or on

behalf of SLRCO over each zone of the Joint Line; and (c) any expenses claimed by SLRCO as a reduction of Reimbursable Expenses. The statement shall be subject to verification and correction by the Milwaukee. If SLRCO fails to furnish the statement within the 15 day period, the Milwaukee may submit a SLRCO Summary Expense bill for that month based on the Gross Ton Proportion and Train Count Proportion during the preceding 12 month period, and assuming no reduction of Reimbursable Expenses. That bill shall be adjusted upon receipt of the required statement from SLRCO. Milwaukee shall furnish to SLRCO copies of RTA's statements to the Milwaukee pursuant to Section 7.4 of the RTA Agreement.

6.4 SLRCO's portion of the costs of the projects described in sections 3.1(a), 3.1(c), 7.2(b) 7.2(c) and 7.2(d), shall be billed as incurred and paid on the 15th day of the month following the month in which the bill is received, subject to verification of the costs and progress of the work.

6.5 No payment shall be delayed because of an error or dispute in a bill. Errors of less than \$5,000 shall be adjusted in the next Estimated or Summary Expense Bill.

6.6 The amounts required to be paid by SLRCO shall be paid by check or by wire transfer of immediately available funds to the Trustee's account #50-30048 at The First National Bank of Chicago or another account designated by the Milwaukee.

6.7 Except as otherwise provided in this Agreement all payments under this Agreement are due and payable within 30 days of receipt of the bill or invoice.

6.8 Records of each party reasonably relating to payment or allocation of expenses under this Agreement shall be open to inspection during regular business hours. Each party shall provide sufficient office space for these inspections together with reasonable assistance in conducting an inspection. Records shall be closed to audit, and no bill as to which no exception has been taken shall be adjusted, after three (3) years from December 31 of the year of the invoice date.

ARTICLE VII.

JOINT LINE CAPITAL EXPENDITURES

7.1 The Milwaukee may effect capital projects, including significant maintenance projects, in the Joint Line necessary or desirable for the economical and safe operation of trains, engines or cars over the Joint Line, or which are required by applicable law or regulations.

7.2 The costs of capital projects, including significant maintenance projects, shall be paid by:

(a) a third party, if required solely by the operations of third parties (including RTA) admitted to the use of the Joint Line;

(b) SLRCO, if required solely by the operations of SLRCO;

(c) SLRCO and a third party, in accordance with the allocation formulas for operating expense contained in

Section 5.4 applied to capitalized expenses, for projects required by the operations of both SLRCO and third parties (including RTA) admitted to the use of the Joint Line.

(d) SLRCO and a third party pursuant to a separate fixed facilities agreement allocating such costs, if the provisions of subsection (c) are inapplicable and if the project is required by the operations of both SLRCO and third parties (including RTA) admitted to the use of the Joint Line.

7.3 The Milwaukee shall effect capital projects, including significant maintenance projects, requested by and at the sole expense of SLRCO unless such projects would substantially interfere with the rights of a third party (including RTA) admitted to the use of the Joint Line.

ARTICLE VIII.

OPERATION AND MAINTENANCE OF JOINT LINE

8.1 SLRCO shall direct the movement of all trains, engines, cars and inspection vehicles over the Joint Line. All track, bridge, signal and communication work, materials and track operated machinery and equipment used will be in accordance with industry standards. The priority of the Commuter Service operations and schedules of RTA over the Joint Line shall be observed in accordance with the provisions of the RTA Agreement.

8.2 The operation of all trains over the Joint Line is subject to the direction of SLRCO, and shall at all times be in accordance with reasonable safety and operating rules, regulations and operating timetables prescribed by SLRCO. The management of RTA's Commuter Service is vested solely in the RTA and RTA's trains, engines and cars shall be operated solely by RTA's employees or agents and at RTA's sole expense.

8.3 The Milwaukee shall (a) maintain all joint facility agreements, interlocking agreements and similar arrangements necessary to the operations of the Service over the Joint Line contemplated by this Agreement; (b) pay and discharge when due and payable all lawful governmental charges or levies imposed with respect to the Joint Line (except to the extent and while the validity thereof is contested by appropriate proceedings or when deferred pursuant to an order of the Reorganization Court having jurisdiction over the Milwaukee); (c) provide for utility services necessary to the operations of Service over the Joint Line; and (d) take all other action necessary to permit the Joint Line to be used for the Service by SLRCO.

ARTICLE IX.

TIME TABLES

9.1 The expenses, including costs of composition, printing, binding and distribution, incurred by SLRCO in the

issuance of revised operating time tables required by changes in the operations of SLRCO or third parties (including RTA) shall be allocated proportionately among the parties whose operations required the change, except that the incremental cost of changes made by SLRCO with respect to its freight or intercity passenger service in connection with a revision required by RTA shall be paid by SLRCO.

ARTICLE X.

COMPLIANCE WITH LAWS AND OTHER PUBLIC REGULATIONS

10.1 Each party shall comply with all applicable federal, state and local laws, regulations and rules with respect to the use of and the conduct of its operations over the Joint Line. If a party's non-compliance results in any fine, penalty, cost or charge being imposed or assessed on or against the other party, the non-complying party shall defend on notice from the other party, and shall promptly reimburse and indemnify the other party for or on account of such fine, penalty, cost or charge and all expenses and attorneys' fees incurred in defending, any action which may be brought against the other party on account thereof.

ARTICLE XI.

INSURANCE; PROPERTY DAMAGE AND
CONSEQUENTIAL DAMAGE WAIVERS; FORCE MAJEURE

11.1 SLRCO waives and shall require its insurers to waive all rights of recovery from the Milwaukee for direct physical loss of all property of SLRCO located or occurring on the Joint Line during the term of this Agreement. SLRCO shall either (a) require third parties whose property is on the Joint Line by permission of SLRCO to waive and their insurers to waive all rights of recovery from the Milwaukee for direct physical loss to all property of such third parties (including luggage and cargo) located or occurring on the Joint Line during the term of this Agreement; or (b) indemnify the Milwaukee for such loss paid by the Milwaukee.

11.2 The Milwaukee waives and shall require its insurers to waive all rights of recovery from SLRCO for direct physical loss to all property of the Milwaukee (including luggage and cargo) located or occurring on the Joint Line during the term of this Agreement.

11.3 Neither SLRCO nor the Milwaukee shall be liable to the other or any third party for delays, interruptions or the failure to perform its obligations under this Agreement due to causes beyond their reasonable control, including: "acts of God"; wars (or similar military action); any act, delay or failure to act on the part of any governmental authority or

agency; insurrection or riot; fires; strikes; work stoppages; wrecks; major equipment breakdowns; failure or delay beyond the control of SLRCO or the Milwaukee in obtaining necessary labor, materials or manufacturing facilities or acts of the other party.

11.4 Neither the Milwaukee nor SLRCO shall be liable to the other in contract or in tort (including negligence) under any theory of strict liability, or otherwise, for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause under or related to the performance of this Agreement.

11.5 Except as expressly provided in Sections 11.1 and 11.2 hereof, nothing in this Agreement shall be construed as affecting or impairing any rights of the Milwaukee or SLRCO to contribution or indemnity arising out of claims of third parties.

11.6 During the term of this Agreement, SLRCO shall provide and maintain in effect with respect to the Joint Line and its operations on and affecting the Joint Line insurance coverage of the types and in amounts customary for a line similar to the Joint Line.

ARTICLE XII.

DURATION

12.1 This Agreement shall terminate on December 31, 2083; provided, however, this Agreement may be earlier

terminated by SLRCO with respect to any zone on 180 days written notice. The Fixed Expense shall be proportionately reduced in the event of termination of a zone on the basis of the route miles of the zone to the route miles of the entire Joint Line. Upon the termination of this Agreement, SLRCO shall remove its rolling stock from the Joint Line.

12.2 If SLRCO terminates this Agreement with respect to a zone, SLRCO may remove at its expense any sidings or other capital projects in that zone entirely paid for by SLRCO, subject to the Milwaukee's right to purchase any or all of the sidings or other capital projects at their net liquidation value.

ARTICLE XIII.

NOTICES -- HOW GIVEN

13.1 All requests, notices, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage pre-paid in the registered or certified mails of the United States addressed to SLRCO at:

SLRCO, Inc.
516 West Jackson Boulevard
Chicago, Illinois 60606

Attention: President

or to the Milwaukee at:

Trustee
Chicago, Milwaukee, St. Paul and
Pacific Railroad Company
P.O. Box 6205
597 West Jackson Boulevard
Chicago, Illinois 60680-6205

or at such other address as either party may at any time or
from time to time designate by notice to the other.

ARTICLE XIV.

SECTION HEADINGS

14.1 Section headings are inserted for convenience
only and shall not affect any construction or interpretation of
this Agreement.

ARTICLE XV.

SUCCESSORS AND ASSIGNS; ASSIGNMENT

15.1 This Agreement shall be binding upon the succes-
sors of the parties hereto. The respective rights and obliga-
tions of SLRCO under this Agreement may not be assigned or
delegated without the written consent of the Milwaukee, except
to a successor in interest to SLRCO (whether by merger, con-
solidation, or acquisition of all or substantially all of
SLRCO's assets) or to another corporation which controls, is
controlled by, or is under common control with, SLRCO.

15.2 The respective rights and obligations of the Milwaukee under this Agreement shall be considered to run with and be a burden on the Joint Line and shall be binding on any successor to the Milwaukee. Effective as of any transfer of the title of the Milwaukee to any third party, including for that purpose to SLRCO, the Milwaukee shall to the extent title is transferred have no further rights under and shall be relieved of all obligations under this Agreement, except for rights and obligations accrued as of the date of transfer.

ARTICLE XVI.

AGREEMENT LIMITATIONS ON TRUSTEE

16.1 This Agreement is binding on Richard B. Ogilvie, not as an individual, but solely in his capacity as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor.

ARTICLE XVII.

OTHER MISCELLANEOUS PROVISIONS

17.1 No modification, addition or amendment to this Agreement shall be effective unless in writing executed by the authorized officers or agents of each party.

17.2 This Agreement shall be governed by the laws of the State of Illinois.

17.3 The provisions of this Agreement shall be interpreted where possible in a manner necessary to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of: (a) that provision in another situation; or (b) the other provisions of this Agreement if such other provisions could then continue to conform with the purposes of this Agreement and the terms and requirements of applicable law.

17.4 The failure of SLRCO or the Milwaukee to insist upon strict performance by the other of its obligations under this Agreement or the failure or delay in exercising any rights or remedies provided under this Agreement or at law shall not be deemed or construed as a waiver of any claims or rights. No waiver of a breach of any provision of this Agreement shall constitute or be construed as a waiver of any other breach or of that provision.

17.5 If the Milwaukee or SLRCO refuses to perform its obligations under this Agreement in accordance with its terms and that action results in the inability of the SLRCO or any third party (including RTA) to use the Joint Line substantially on the terms contemplated by this Agreement, the non-defaulting party shall, in addition to the remedies available to it at law, be entitled to specific performance of the affected provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused
this document to be executed as of the day and year first above
written.

WITNESS

ATTEST:

RICHARD B. OGILVIE
TRUSTEE OF THE PROPERTY OF THE
CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY,
DEBTOR

SLECO, INC.

President

Soo Line Railroad Company



Soo Line Building
Box 530
Minneapolis, Minnesota 55440
(612) 347-8240

PAUL D. GILMORE
Senior Vice President
Operations

June 13, 1989

CMC Real Estate Corporation
P. O. Box 6205
Chicago, Illinois 60680-6205

Metra
547 West Jackson Boulevard
Chicago, Illinois 60606

Re: Trackage Agreement dated February 19, 1985, by and between Richard B. Ogilvie, Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, and SLRCO, Inc. (the "Trackage Agreement")
Law Department files: 533, 1083

Gentlemen:

The Trackage Agreement refers to Exhibits A, B, and C. Unfortunately, the Exhibits were apparently never attached to the originals of the Trackage Agreement; either that, or they were subsequently lost or misplaced.

The purpose of this letter is to evidence our agreement that the documents attached hereto as Exhibits A, B, and C (which documents are described more particularly below) are in fact true copies of the correspondingly-lettered Exhibits to the Trackage Agreement. We are also in agreement that the attached Exhibits A, B, and C, or copies thereof, may be attached to the executed originals of the Trackage Agreement in lieu of the missing Exhibits.

The attached documents are described more fully as follows:

Exhibit A: A composite Exhibit consisting of eleven maps, which maps are identified as follows --

Zone 1 schematic showing track layout between Rondout and Fox Lake, IL., bearing date of March 3, 1982, and revision date of July 15, 1982.

Zone 2 schematic showing track layout between Deerfield and Rondout, IL., bearing date of March 4, 1982, and revision date of July 15, 1982.

Zone 3 schematic showing track layout between Techny and Deerfield, IL., bearing date of March 3, 1982, revision date of April 2, 1982, and revision date of July 15, 1982.

Zone 4 schematic showing track layout between Pacific Jct. (A-5) and Techny (A-20), bearing date of March 1, 1982, and revision date of 4-2-82.

Zone 5 schematic showing track layout between Western Ave. (A-2) and Pacific Jct. (A-5), bearing date of February 24, 1982, and revision date of July 15, 1982.

Zone 6 & 7 schematic showing track layout between Union Station and Western Ave. (A-2), bearing date of 2/24/82 and revision date of 7/15/82.

Zone 8 schematic showing track layout between Elgin and Almora, bearing date of March 1, 1982, and revision date of July 15, 1982.

Zone 9 schematic showing track layout between Spaulding and Elgin, bearing date of March 1, 1982, and revision date of July 15, 1982.

Zone 10 schematic showing track layout between Bensenville (B-17) and Spaulding, bearing date of March 1, 1982, and revision date of July 15, 1982.

Zone 11 schematic showing track layout between Franklin Park (B-12) and Bensenville (B-17), bearing date of 2/24/82 and revision date of 7/15/82.

Zone 12 schematic showing track layout between Pacific Jct. (Tower A-5) and Franklin Park (Tower B-12), IL., bearing date of February 22, 1982, revision date of April 2, 1982, and revision date of July 15, 1982.

Exhibit B: A two-page Exhibit pertaining to the allocation of vacation, holiday, and administrative overhead expense.

CMC & Metra
June 14, 1989
Page 3

Exhibit C: A one-page Exhibit entitled "JOINT FACILITY AGREEMENTS."

Very truly yours,

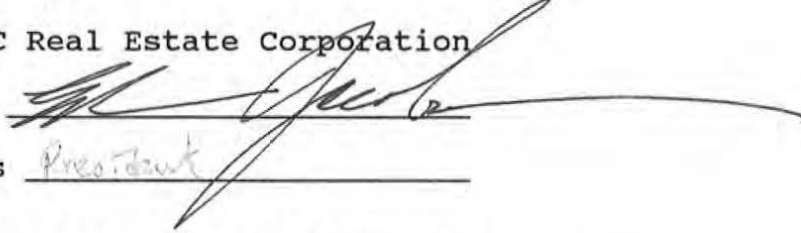


PDG/jr

Attachment

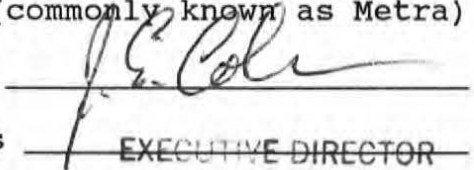
AGREED:

CMC Real Estate Corporation

By 

Its President

Commuter Rail Division of the
Regional Transportation Authority
(commonly known as Metra)

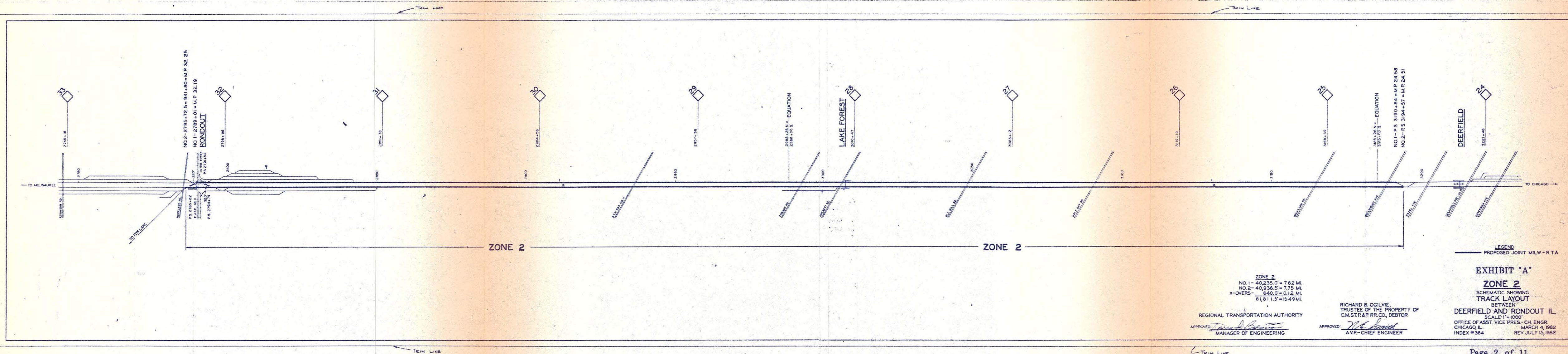
By 

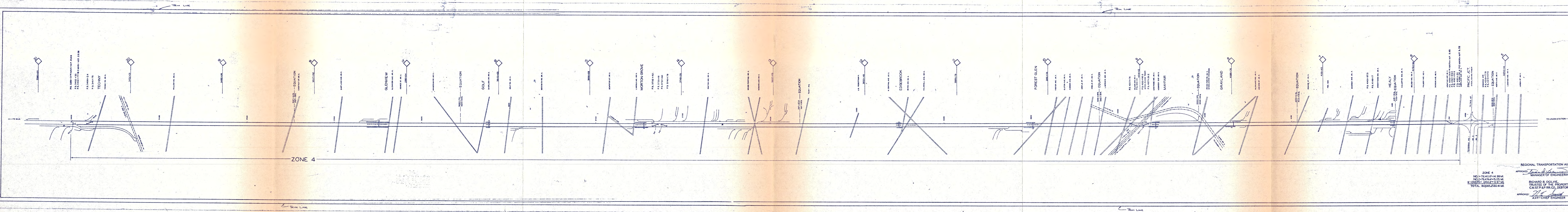
Its EXECUTIVE DIRECTOR

GOQL.081

APPROPRIATE TO LEGAL FORM
BY CAT
DATE 8/23/89



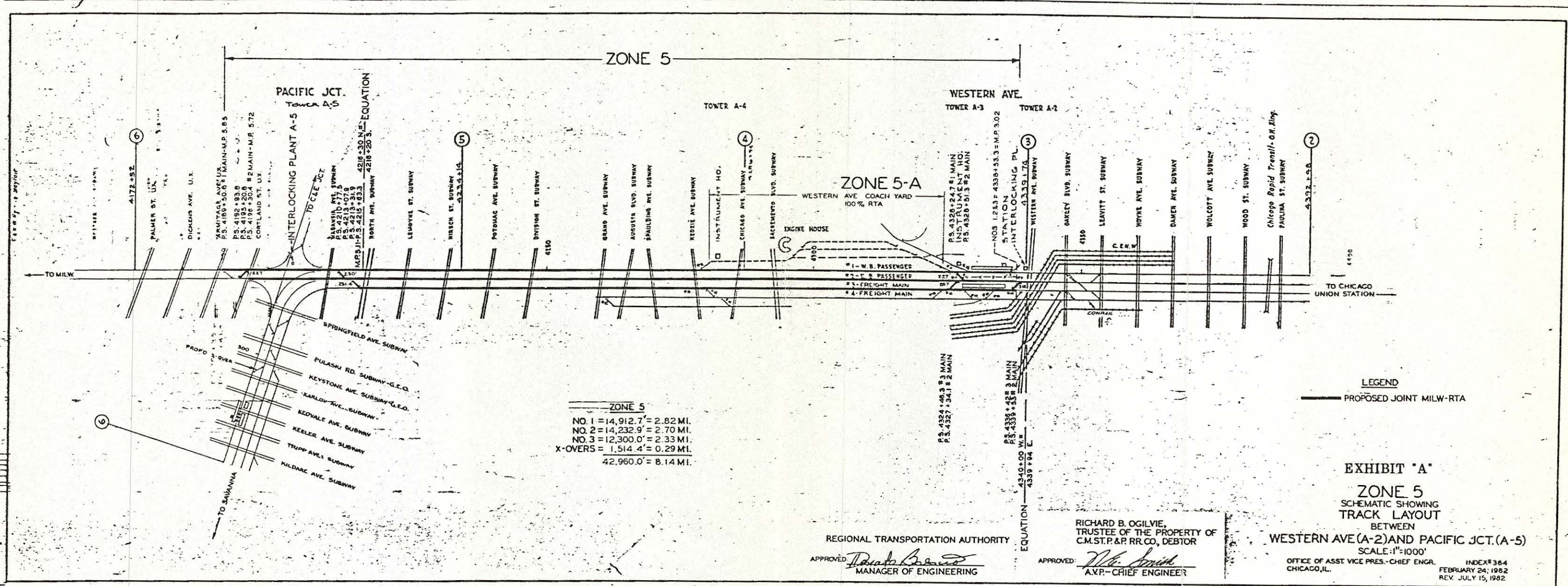


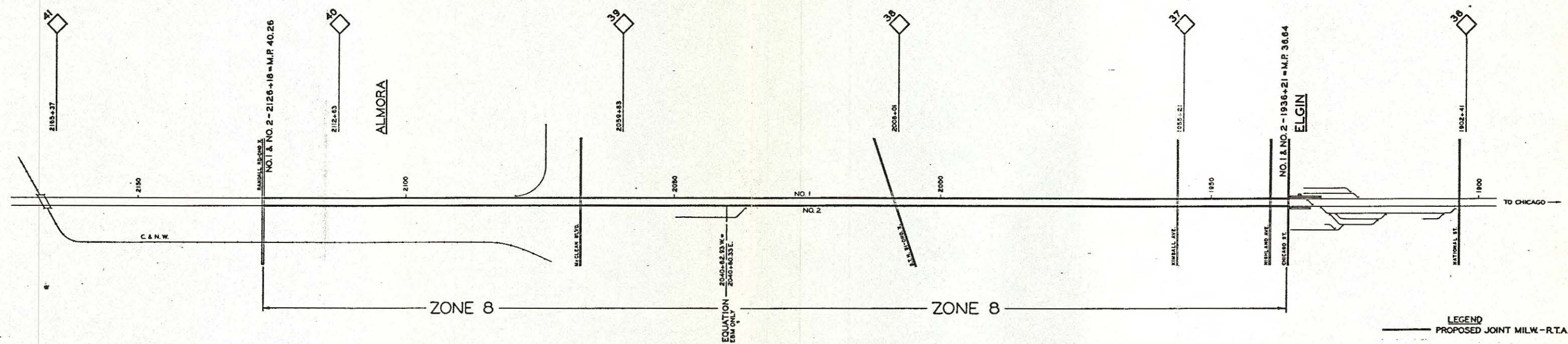


REGIONAL TRANSPORTATION AUTHORITY
 APPROVED: *[Signature]*
 MANAGER OF ENGINEERING
 RICHARD B. OGILVIE,
 TRUSTEE OF THE PROPERTY OF
 CHICAGO & NORTH WESTERN RAILROAD CO., DEBTOR
 APPROVED: *[Signature]*
 AVP-CHIEF ENGINEER

EXHIBIT "A"
 ZONE 4
 SCHEMATIC SHOWING
 TRACK LAYOUT
 BETWEEN
 PACIFIC JCT. (A-5) AND TECHN. (A-20)
 SCALE: 1"=1000'
 INDEX #364 MARCH 1, 1982 REV. 4-2-82

ZONE 4
 NO. 173410-14 0.99 MI.
 NO. 173410-15 0.05 MI.
 X-CHG. 173410-15 0.05 MI.
 TOTAL 180565.2304 MI.





REGIONAL TRANSPORTATION AUTHORITY
APPROVED: *Donald B. ...*
MANAGER OF ENGINEERING

RICHARD B. OGILVIE,
TRUSTEE OF THE PROPERTY OF
C.M. ST. P. & P. RR. CO., DEBTOR
APPROVED: *W. H. Smith*
A.V.P. - CHIEF ENGINEER

EXHIBIT "A"
ZONE 8
SCHEMATIC SHOWING
TRACK LAYOUT
BETWEEN
ELGIN AND ALMORA
SCALE: 1" = 1000'
OFFICE OF ASST. VICE PRES. - CHIEF ENGR.
CHICAGO, IL. MARCH 1, 1982
INDEX #364 REV. JULY 15, 1982

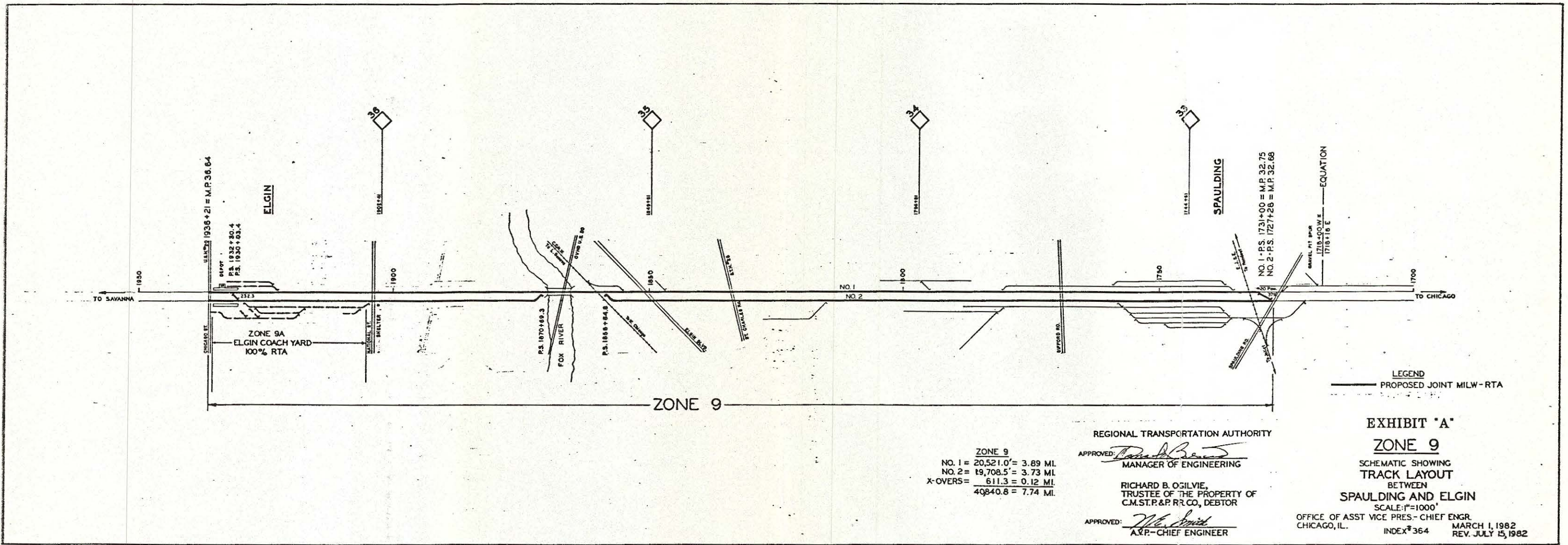
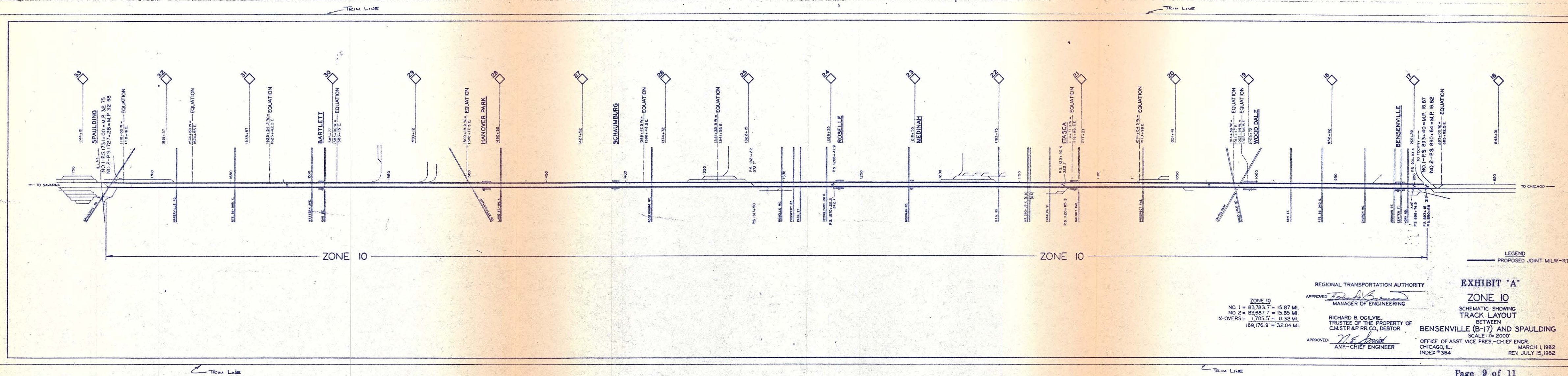


EXHIBIT "A"
ZONE 9

SCHEMATIC SHOWING
TRACK LAYOUT
BETWEEN
SPAULDING AND ELGIN
SCALE: 1"=1000'
OFFICE OF ASST VICE PRES.- CHIEF ENGR.
CHICAGO, IL. INDEX# 364 MARCH 1, 1982
REV. JULY 15, 1982

REGIONAL TRANSPORTATION AUTHORITY
APPROVED: *[Signature]*
MANAGER OF ENGINEERING
RICHARD B. OSILVIE,
TRUSTEE OF THE PROPERTY OF
C.M. ST. P. & P. RR. CO., DEBTOR
APPROVED: *[Signature]*
A&P-CHIEF ENGINEER



REGIONAL TRANSPORTATION AUTHORITY
APPROVED: *[Signature]*
MANAGER OF ENGINEERING

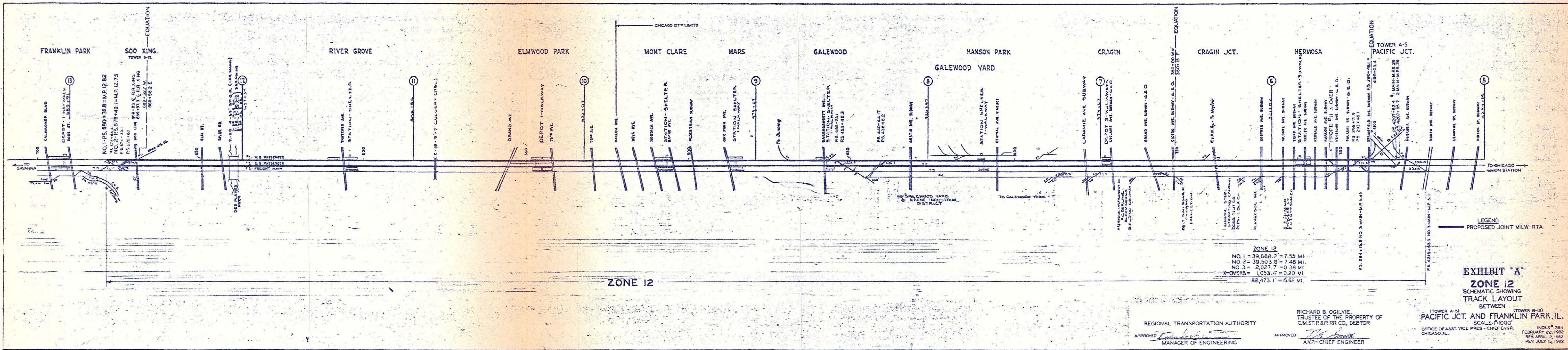
RICHARD B. OGILVIE,
TRUSTEE OF THE PROPERTY OF
C.M. ST. P. & P. RR. CO., DEBTOR

APPROVED: *[Signature]*
AVP-CHIEF ENGINEER

EXHIBIT "A"
ZONE 10
SCHEMATIC SHOWING
TRACK LAYOUT
BETWEEN
BENSENVILLE (B-17) AND SPAULDING
SCALE: 1"=2000'
OFFICE OF ASST. VICE PRES.-CHIEF ENGR.
CHICAGO, IL.
INDEX #364
MARCH 1, 1982
REV JULY 15, 1982

LEGEND
PROPOSED JOINT MILW-RTA

ZONE 10
NO. 1 = 83,783.7' = 15.87 MI.
NO. 2 = 83,687.7' = 15.85 MI.
X-OVERS = 1,705.5' = 0.32 MI.
169,176.9' = 32.04 MI.



METHODOLOGY FOR ALLOCATION OF VACATION AND HOLIDAY EXPENSES

Expenses to be Allocated (A):

Vacation and holiday expenses properly distributed to operating expense accounts as prescribed by the Interstate Commerce Commission's Uniform System of Accounts in 49 CFR part 1201.

Expenses specifically not allocable:

Labor expenses of officers on the exempt payroll, separation allowance payments and productivity fund payments.

Labor Base to Which Vacation & Holiday Expenses are to be Applied (B):

Direct Labor, exclusive of vacation and holiday payments and other payments mentioned above; paid to all employees.

Procedure for Allocation:

Divide the expenses to be allocated (A) by the labor base to which vacation and holiday expenses apply (B). Multiply the resulting ratio by (1) the applicable labor and fringe benefits properly charged or allocated to each zone on the joint line for commuter service and (2) labor and fringe benefit expenses charged for dispatching on the joint line.

Example Allocation (Unaudited):

Vacation and holiday expenses = \$14,891,180

Labor base = \$154,624,225

Vacation and holiday expense ratio = $\$14,891,180 \div \$154,624,225 = 9.6313$

Labor and fringe benefit expenses allocated to zone of commuter line = \$10,500

Vacation and holiday expenses allocated to zone = $\$10,500 \times 9.6313 = \$1,011.26$

Allocation Statistic Update Procedures:

Update annually in January utilizing data from previous calendar year.

EXHIBIT B

P. 1 of 2

METHODOLOGY FOR ALLOCATION OF ADMINISTRATIVE OVERHEAD EXPENSES

Labor Expenses to be Allocated (A):

Expenses for Superintendence and General Administration properly charged to operating expense accounts as prescribed by the Interstate Commerce Commission's Uniform System of Accounts in 49 CFR part 1201.

Expenses specifically not allocable:

Expenses properly chargeable to the following functional areas or accounts are specifically not allocable (B):

Marketing, Car Management, Freight Claim Prevention, Customer Services, Freight Adjustment, Regional Accounting, Revenue/Interline Accounting, and operating expense accounts properly chargeable as shop and store expense.

Labor Base to Which Administrative Overhead Expenses are to be Applied (C):

Labor and vacation and holiday expenses properly charged to operating expense accounts as prescribed in 49 CRR part 1201 and excluding expenses reported in sections A and B.

Procedure for Allocation:

Divide the expenses to be allocated (A) by the labor base to which administrative overhead expenses apply (C). Multiply the resulting ratio by (1) the applicable labor, vacation and holiday expenses, fringe benefits and miscellaneous expenses properly charged or allocated to each zone on the joint line for commuter service and (2) labor, vacation and holiday expenses, fringe benefits and miscellaneous expenses charged for dispatching on the joint line.

Example Allocation (Unaudited):

Administrative overhead expenses = \$2,086,187

Labor base = \$8,711,933

Administrative overhead expense ratio = 23.9463

Labor, vacation and holiday expenses, fringe benefits and miscellaneous expenses allocated to zone of commuter line = \$11,511

Administrative overhead expenses allocated to zone = \$2,756.42

Allocation Statistic Update Procedures:

Update monthly based on actual expenses.

EXHIBIT B

p. 2 of 2

JOINT FACILITY AGREEMENTS

<u>ZONE LOCATION</u>	<u>RAILROAD</u>	<u>AGREEMENT DATE</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>
ONE	SOO LINE	8-15-99	AUTOMATIC INTERLOCKER	GRAYS LAKE
TWO	EJ&E RY.	8- 1-89	TOWER & INTERLOCKER	RONDOUT
FOUR	C&NW TRANSP.	1- 1-95	TOWER & INTERLOCKER	MAYFAIR - CHICAGO
FOUR	C&NW TRANSP.	12-31-94	AUTOMATIC INTERLOCKER	GRAYLAND - CHICAGO
FIVE	C&NW TRANSP. CONRAIL	3-24-04	TOWER A-Z, TRACKS & SWITCHES, CROSSINGS	WESTERN AVE. - CHICAGO
SIX	CONRAIL	2- 7-73	TRACKS & FACILITIES WESTERN AVE. TO CANAL ST.	CHICAGO
SEVEN	CONRAIL	2- 7-73	TRACKS & FACILITIES LAKE STREET TO MADISON STREET	CHICAGO
NINE	C&NW TRANSP.	6-11-10	REMOTE CONTROLLED INTERLOCKER	ELGIN
NINE	EJ&E RY.	8- 1-89	TOWER & INTERLOCKER	SPAULDING
ELEVEN	C&NW TRANSP.	4-10-10	OVERHEAD CROSSING	BENSENVILLE
ELEVEN	C&NW TRANSP.	6-26-12	OVERHEAD CROSSING	BENSENVILLE
ELEVEN	SOO LINE	12- 1-30	TOWER & INTERLOCKER	FRANKLIN PARK
TWELVE	I.H.B.R.R.	3- 1-32	REMOTE CONTROLLED INTERLOCKER	FRANKLIN PARK
TWELVE	C&NW TRANSP.	2- 1-05	REMOTE CONTROLLED INTERLOCKER PACIFIC JCT.	CRAIGIN JUNCTION CHICAGO