

RECORDATION NO. 8364-A Filed & Recorded

JAN 10 1977 3 03 PM

~~INTERSTATE COMMERCE COMMISSION~~

Interstate Commerce Commission
Washington, D. C.

Gentlemen:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and two counterparts of a First Amendment to Equipment Lease dated as of December 1, 1976.

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor	First National Bank and Trust Company of Evanston, as Trustee under Burlington Northern Trust No. 76-6 800 Davis Street Evanston, Illinois 60204
Lessee	Burlington Northern Inc. 176 East Fifth Street St. Paul, Minnesota 55101

FEE OPERATION BR.
I.C.C.

JAN 10 3 01 PM '77

RECEIVED

The undersigned is the Lessee mentioned in the enclosed document and has knowledge of the matters set forth therein.

The original Equipment Lease dated as of May 1, 1976 was filed for record in the Office of the Secretary of the Interstate Commerce Commission on June 14, 1976 at 10:10 A.M. and assigned Recordation No. 8364.

Please return the original First Amendment to Equipment Lease to Robert C. Nash, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

7-010 A087

JAN 10 1977

Date

Fee \$ 10-

ICC Washington, D. C.

Very truly yours,

BURLINGTON NORTHERN INC.

By J. Becker
Its Attorney

Enclosures

(Burlington Northern Trust No. 76-6)

Interstate Commerce Commission
Washington, D.C. 20423

1/26/77

OFFICE OF THE SECRETARY

Robert C. Nash, Esq.
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 1/10/77 at 3:05pm, and assigned recordation number(s) 8364-A

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

THEODORE S. CHAPMAN (1877-1943)
HENRY E. CUTLER (1879-1959)

LAW OFFICES OF

CHAPMAN AND CUTLER

111 WEST MONROE STREET • CHICAGO 60603
AREA 312 726-6130 TWX 910-221-2103

RALPH F. HUCK
PAUL W. CUTLER
FREDERICK O. DICUS
ROBERT S. BURROWS
LYMAN L. MITCHELL
PETER V. FAZIO
JOHN N. VANDER VRIES
JOHN A. CUTLER
BRUCE L. MOORE
DEY W. WATTS
JOHN A. MORRIS
FRANK J. MOONEY
KEEHN LANDIS
MANLY W. MUMFORD
WILFRED A. MOLDERMAKER
WILLIAM C. WELCH
ROBERT W. SHARP
GEORGE D. RAMSPECK
PETER P. COLADARCI
JAMES N. ZARTMAN
RICHARD G. FORWARD
JOHN B. HUCK
DAVID TALLANT, JR.
DAVID H. NELSON
ABBEY BLATTBERG
DONALD H. MURPHY

PHILLIP H. HOLM
HERBERT H. HANSEN
THOMAS W. HEENAN
LEE A. BOYE
KENNETH J. VAUGHAN
SAMUEL J. HENRY
WILLIAM M. TAYLOR
HOWARD H. HUSH, JR.
LARRY ELKINS
ROBERT V. LEWIS
DAVID G. WILLIAMS
DANIEL J. KUCERA
RICHARD H. GOSS
C. ROBERT FOLTZ
JOHN M. DIXON
KENNETH R. M. THOMPSON
JOHN A. WARD
MICHAEL W. FORD
VOYLE C. WILSON
RICHARD A. MAKARSKI
EDWIN S. BROWN
STEVEN L. CLARK
HARRY P. LAMBERSON
JAMES E. JENZ
TERRENCE M. WALSH

WILBERT R. SCHULTZ
JOHN S. RICE
PAUL C. KOSIN
RONALD E. ROKOSZ
ROBERT C. NASH
JAMES R. RICHARDSON
EARL T. BYRON
RANDALL L. MITCHELL
THOMAS A. WINGADER
STEVEN N. WOHL
TERRY A. McILROY
GEORGE P. SULLIVAN, JR.
J. RICHARD FISHER, JR.
WENDY C. BINDER
MARK J. KNEEDY
STEPHEN F. STROH
JAMES E. SPOTTO
RAYMOND A. FYLSTRA
CHARLES D. BOUTWELL
LYNN LELAND COE
TIMOTHY V. MCGREE
JAMES E. LUEBCHOW

TERENCE T. O'MEARA
RICHARD J. SCOTT
ROBERT P. DAVIS
ANN ACKER
JEFFREY I. MULLENS
RICHARD G. SMOLEV
ROBERT W. OLLIS, JR.
TIMOTHY E. PICKRELL
RONALD E. RODEN
THOMAS R. WOOLSEY
TIMOTHY R. SCHWERTFEGER
PAUL C. MARENGO
MARK P. COHEN
NEIL R. MANN
TERRENCE M. QUINN
DANIEL L. JOHNSON
MICHAEL P. BARRETT
SCOTT A. BREMER
DAVID C. HSIA
WILLIAM G. SCHUR
JOHN C. LYNCH
KENNETH L. SPECTOR

March 9, 1977

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Oswald:

In a recent telephone conversation with our office, we indicated to you that copies of a First Amendment to Conditional Sale Agreement dated as of December 1, 1976 was recorded on January 10, 1977 and assigned recordation No. 8364-A. Subsequent to recordation of this document with the ICC, it was discovered that one of the parties had not signed the Agreement.

At the suggestion of your office, we have secured execution by that party of the copies of the First Amendment to Conditional Sale Agreement which your office returned to us bearing the recordation information. Further to your suggestion, we are now enclosing two copies of the fully executed document to be placed in your files. The copies now on file bearing recordation No. 8364-A which are only partially executed should be destroyed.

Would you confirm the foregoing by signing the enclosed copy of this letter and returning it to the undersigned.

Very truly yours,

CHAPMAN AND CUTLER

By *Robert Nash*

RCN:rz

Enclosures

RECEIVED
MAR 11 4 10 PM '77
FEE OPERATION BR.
I.C.C.
COMMUNICATIONS

INTERSTATE
COMMERCE COMMISSION
RECEIVED
MAR 11 1977
COMMUNICATIONS SECTION

FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of December 1, 1976

RECORDATION NO. 8364A filed & Recorded
JAN 10 1977 - 3 01 PM
MISSISSIPPI COMMERCE COMMISSION

Between

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON,
as Trustee under Burlington Northern Trust No. 76-6
as Lessor

and

BURLINGTON NORTHERN INC.,
as Lessee

(Burlington Northern Trust No. 76-6)

FIRST AMENDMENT TO EQUIPMENT LEASE

FIRST AMENDMENT dated as of December 1, 1976 between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, not individually but solely as Trustee under a Trust Agreement dated as of May 1, 1976 (the "Lessor") and BURLINGTON NORTHERN INC., a Delaware corporation (the "Lessee").

RECITALS:

A. The Lessor and the Lessee have heretofore entered into an Equipment Lease dated as of May 1, 1976 (the "Lease") providing for the lease and delivery by the Lessor to the Lessee of certain enclosed tri-level auto racks more fully described in Schedule A attached to the Lease.

B. The Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission on June 14, 1976 and has been assigned recordation No. 8364.

C. The Lessor and the Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, the Lessor and the Lessee hereby agree as follows:

1. Schedule A to Equipment Lease attached to this First Amendment shall be substituted for Schedule A to Equipment Lease attached to the lease as originally executed.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Equipment Lease dated as of May 1, 1976" or the "Lease dated as of May 1, 1976" without making specific reference to this First Amendment but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

The First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be duly executed all as of the day and year first above written.

FIRST NATIONAL BANK AND TRUST COMPANY
OF EVANSTON, not individually but
solely as Trustee under Burlington
Northern Trust No. 76-6.

[Seal]

By

Marion E. Sowers
Vice President

LESSOR

Attest:

Andrew Blumek

BURLINGTON NORTHERN INC.

[Seal]

By

Frank H. Coyn

LESSEE

Attest:

G. F. Schindler
Assistant Secretary

Executive Vice President-
Finance and Administration

State of Illinois))
) SS
County of Cook)

On this 14th day of DECEMBER, 1976, before me personally appeared Warren E. Powers, to me personally known, who being by me duly sworn, says that he is the Vice President of TRUST OFFICE of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret G. Hermer

[Seal]

My commission expires: 3-31-78

My Commission Expires March 31, 1978

State of Minnesota))
) SS
County of Ramsey)

On this 6th day of January, 1976, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn, says that he is the Executive Vice President - Finance and Administration of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

J. H. McCarthy

[Seal]

My commission expires:

J. H. MCCARTHY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires Jan. 6, 1978

SCHEDULE A
(to Equipment Lease)

MANUFACTURER: Portec, Inc.
(Paragon Division)

PLANT OF MANUFACTURER: Novi, Michigan

DESCRIPTION OF ITEMS OF EQUIPMENT: 38 Enclosed Tri-level Auto Racks bearing rack numbers BN 4101 to BN 4138, both inclusive

SPECIFICATIONS:

BASE PRICE: \$21,900 per Item (\$876,000 for 38 Items)

DELIVER TO: Burlington Northern Inc.

PLACE OF DELIVERY: Novi, Michigan

ESTIMATED DELIVERY DATE: May, 1976 - September, 1976

OUTSIDE DELIVERY DATE: September 30, 1976

FIXED RENTAL PAYMENTS: Fourteen (14) semiannual rental payment in arrears each equal to 7.64521% of the Purchase Price (as defined in the Conditional Sale Agreement) of each Item of Equipment

Lessee: Burlington Northern Inc.

Assignee of Manufacturer: First National Bank of Minneapolis

(Burlington Northern Trust No. 76-6)