

RECORDATION NO. 5686-9 Filed & Recorded

SEP 21 1970 -9 15 AM

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

INTERSTATE COMMERCE COMMISSION

This September 1, 1970 First Amendment to a certain Conditional Sale Agreement dated as of April 1, 1970, between THRALL CAR MANUFACTURING COMPANY, a Delaware corporation (hereinafter called the Builder), BURLINGTON NORTHERN INC., a Delaware corporation (hereinafter called the Railroad) and THE CHASE MANHATTAN BANK (National Association), a New York corporation with its business address at One Chase Manhattan Plaza, New York, New York 10015, acting as Agent under an Agreement dated as of April 1, 1970 (hereinafter called the Assignee).

WHEREAS, the Railroad and the Builder entered into a certain Conditional Sale Agreement dated as of April 1, 1970, wherein the Builder agreed to construct, sell and deliver to the Railroad, and the Railroad agreed to purchase, the Railroad Equipment described as follows (hereinafter called the Equipment):

200 77-ton 52'6" gondolas bearing Railroad's Road numbers 565900 to 566099, both inclusive, and

50 100-ton 61'6" bulkhead flat cars bearing Railroad's Road numbers 621150 to 621199, both inclusive; and

WHEREAS, the Builder and the Assignee entered into an Agreement and Assignment dated as of April 1, 1970 pertaining to the heretofore named Conditional Sale Agreement; and

WHEREAS, the heretofore named Conditional Sale Agreement and Agreement and Assignment have been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 23, 1970 at 10:30 A.M., Recordation Number 5686; and

WHEREAS, there have been accomplished prior to this date settlement of two groups of units of the Equipment which has heretofore been delivered to and accepted by the Railroad; and

WHEREAS, there has been delivered to and accepted by the Railroad additional units of the Equipment, and the Builder represents that its delivery of the remainder of the units has been delayed by one of the causes referred to in the second paragraph of Article 3 of the heretofore named Conditional Sale Agreement; and

WHEREAS, each party hereto acknowledges that it is for the

mutual benefit and advantage of each party that the Equipment be settled for in more than three groups of units of Equipment delivered to and accepted by the Railroad;

NOW, THEREFORE, in consideration of that mutual benefit and in consideration of the mutual promises, covenants and agreements set forth within the heretofore referred to Conditional Sale Agreement and Agreement and Assignment, the parties hereto do hereby agree as follows:

Amendment I.

Item 3 of SCHEDULE A - THRALL of the heretofore specified Conditional Sale Agreement is hereby amended so as to read as follows:

"The Equipment shall be settled for in not more than four Groups of units of the Equipment delivered to and accepted by the Railroad."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

THRALL CAR MANUFACTURING COMPANY,

By: 

R. L. DUCHOSSOIS,
President

(CORPORATE SEAL)

Attest:


JEROME A. THRALL,
Secretary

BURLINGTON NORTHERN INC.,

By: 

(CORPORATE SEAL)

Attest:



THE CHASE MANHATTAN BANK
(National Association), as
Agent under Agreement dated
as of April 1, 1970.

By:



(CORPORATE SEAL)

Attest:

Vacchuan

STATE OF ILLINOIS)
COUNTY OF COOK)ss.

On this ^{11th} day of September, 1970, before me personally appeared R. L. DUCHOSSOIS, to me personally known, who, being by me duly sworn, says that he is President of THRALL CAR MANUFACTURING COMPANY, 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.

Denna L. Knez
DENNA L. KNEZ
Notary Public

My commission expires 1/7/73

(NOTARIAL SEAL)

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

On this 14th day of September, 1970, before me personally appeared W. N. Erzen, to me personally known, who, being by me duly sworn, says that he is a Vice President 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



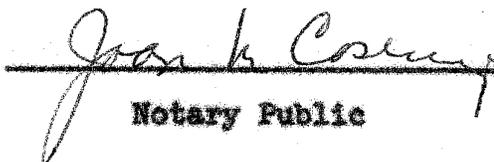
Notary Public

RICHARD J. WOLFE,
Notary Public, Ramsey County, Minn.
My Commission Expires April 30, 1977.

My commission expires
(NOTARIAL SEAL)

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 17th day of September, 1970, before me personally appeared G. F. Ruge, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE CHASE MANHATTAN BANK (National Association), 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.



Notary Public

JOAN M. COENZA
Notary Public, State of New York
No. 24-5827690
Qualified in Kings County
Certificate Filed with New York Co. Clerk
Commission Expires March 30, 1972

My commission expires
(NOTARIAL SEAL)