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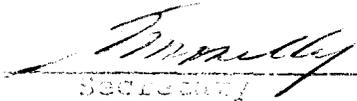
RECORDATION NO. \_\_\_\_\_ Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

I, R. M. O'NEILLY, Secretary of Burlington Northern Inc., do hereby certify that the foregoing is a true and correct copy of the Lease of Equipment, dated October 6, 1971, entered into by and between Pacific Car and Foundry Company and Burlington Northern Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 22nd day of October, 1971.

  
Secretary

LEASE AGREEMENT

between

PACIFIC CAR AND FOUNDRY COMPANY

and

BURLINGTON NORTHERN INC.

Dated as of October 6 , 1971

THIS LEASE AGREEMENT, dated as of October 6, 1971, between Pacific Car and Foundry Company, a Washington corporation (hereinafter called the "Lessor"), and Burlington Northern Inc., a Delaware corporation, with an office at 176 East Fifth Street, St. Paul, Minnesota, (hereinafter called the "Lessee");

W I T N E S S E T H :

1. Lease and Rental. The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor one 200,000 pound nominal capacity bulk and standard loading steel-sheathed, fiberglass interior Refrigerator Car with York Refrigeration System, Class RP, Pacific Car and Foundry Company Specification PC194, dated September 1, 1971, for use upon its lines of railroad, and upon connecting and other railroads in the usual interchange of traffic, upon the terms and subject to the conditions hereinafter set forth. Such lease shall become effective upon delivery to and acceptance by the Lessee thereof in October, 1971, and shall terminate at the end of one year from the effective date hereof, subject to the proviso that either party may terminate this agreement at any time upon giving the other party thirty (30) days advance written notice.

For the use and rental of the Car, the Lessee agrees to pay Lessor at the rate of six and three-tenths cents (\$.063) per mile said car is transported over Lessee's railroad. Lessee also agrees to collect and remit to Lessor mileage payments from other railroads who may use this car at this same rate.

2. Delivery. The Lessor will deliver the Car to the Lessee at Renton, Washington, Lessor's Plant.

The Car shall be tendered by Lessor to Lessee at the appropriate point of delivery hereinbefore specified and the Lessee shall be given 48 hours to cause the Car to be inspected by the Lessee or its representative.

If the Lessee finds the Car is in good order and condition and conforms to all applicable Interstate Commerce Commission requirements and all standards recommended by the Association of American Railroads, the Lessee or its representative shall accept the Car and execute a certificate of acceptance (hereinafter called the Certificate of Acceptance) in the form attached hereto as Exhibit 1. Such Certificate of Acceptance shall constitute conclusive evidence that the Car has been delivered to and accepted by the Lessee under this Lease. The Certificate of Acceptance shall be delivered to the Lessor at the time of the delivery of the Car to the Lessee. The Lessee shall promptly, after the execution of this Agreement, deliver to the Lessor a certificate stating the persons authorized to execute and deliver the Certificate of Acceptance on behalf of the Lessee. At the termination of the Lease the Lessee will return the Car in good order and condition, reasonable wear and tear excepted, to the Lessor at Renton, Washington, Lessor's Plant, or such other place as Lessor and Lessee shall have agreed to in writing prior to termination.

Prior to the delivery of the Car to the Lessee, it shall be numbered with Lessee's Car Number WFLX 6000 and there shall be plainly, distinctly, permanently and conspicuously marked on each side of the Car the following legend in each case in letters of a contrasting color not less than one inch in height:

"PACIFIC CAR AND FOUNDRY COMPANY, OWNER/LESSOR"

In case, during the term of this Lease, such markings shall at any time be removed, defaced or destroyed on the Car, the Lessee shall immediately cause the same to be restored or replaced.

3. Title to the Equipment. Notwithstanding the delivery of the Car to and the possession and use thereof by the Lessee, the Lessor shall and hereby does retain the full legal title to, and a security interest in, the Car, subject only to the rights of the Lessee under this Lease.

The Lessee, will, throughout the term of this Lease, cause the Car to be kept numbered with its identifying number, WPEX 6000. The Lessee will not change the number of the Car without first notifying the Lessor in writing. In any case, the new number shall be set forth in a supplemental lease or in an amendment to this Lease which the Lessor and Lessee shall execute, and the Lessee shall file or record such supplemental lease or amendment in each jurisdiction wherein this Lease is recorded or filed in accordance with Article 11 hereof.

4. Maintenance and Repair. The Lessee shall provide normal repair and maintenance at its own cost and expense necessary to maintain and keep said Car in good order and repair at all times subject to the right of the Lessor to inspect the condition and supervise the maintenance thereof (but the Lessor shall be under no obligation to so inspect and supervise). However, in the event the Lessor does so inspect and supervise as provided in this Article 4, the Lessee will not assume liability for any injury to, or death of any agent or employee of Lessor while exercising these rights.

5. Loss or Destruction. The Lessor assumes the risk of loss with respect to the Car. In the event of loss or destruction of or irreparable damage to the Car from any cause whatsoever during the term of this Lease, the Lessee shall promptly and fully inform the Lessor in regard to such loss, destruction or damage.

6. Taxes and Compliance with Laws, Rules and Regulations. The Lessee shall promptly pay all taxes (other than income taxes imposed upon the Lessor), licenses and assessments on or in respect of the Car (including any which may be imposed upon or in respect of said Car by reason of or in connection with the Lessee's possession or use of the Car under this Agreement, or by reason of Lessor's retention of an interest therein) and agrees at all times to keep said Car free and clear of all taxes, assessments, liens and encumbrances and covenants, and that the Car at all times hereunder will be maintained, used and operated under and in lawful compliance with the laws, rules and regulations to which they may be subject in any local state or federal jurisdiction. Any sums of money that may be paid by the Lessor at its option by way of release, discharge or otherwise, of any of the foregoing, shall be promptly reimbursed and paid to the Lessor by the Lessee on demand as an additional part of the obligation herein with interest thereon at the rate of 10% per annum from the date of such payment by Lessor.

The Lessee, however, may withhold any such payment so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner and such withholding does not, in the judgment of the Lessor, affect the Lessor's title to or security interest in the Car.

7. Prohibition Against Liens. The Lessee will pay or satisfy and discharge any and all sums claimed by any party by, through or under the Lessee and its successors or substitutes or assigns, or a person, firm or corporation using the Car which, if unpaid, might become a lien or a charge upon the Car but shall not be required to pay or discharge any such claim as long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not affect the title of the Lessor in and to the Car.

8. Indemnities and Warranties. The Lessee will save, indemnify and keep harmless the Lessor from and against all losses, damages, injuries, claims and demands whatsoever, except those arising from defects of material or manufacture, or novel and untried devices, arising on account of the Car or the use or operation thereof during the term of this Agreement. This covenant of indemnity shall continue in full force and effect notwithstanding the termination of this lease in any manner whatsoever. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE.

9. Assignments by the Lessor. All or any of the rights, benefits, and advantages of the Lessor under this Agreement may be assigned by the Lessor.

10. Assignments by the Lessee. Lessee will not sell, assign, transfer or otherwise dispose of its rights under this Agreement nor, except as herein otherwise provided, transfer possession of said Car to any other firm, person, or corporation without first obtaining the written consent of the Lessor to such sale, assignment or transfer, except that Lessee may permit its wholly-owned subsidiary car line, Western Fruit Express Company, to operate same in its refrigerator car pool and perform protective services on said car.

11. Recording. Lessee will, at lessor's expense, upon execution and delivery of this Agreement and upon execution and delivery of any amendment or supplement hereto, cause this Agreement and any such amendment or supplement to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and as otherwise required in order to protect Lessor's title to, and perfect its security interest in the Car.

12. Default. In the event of any default by the Lessee in respect of any of its obligations under the terms of this Agreement, Lessor may, at any time after the occurrence of such event and upon written notice to the Lessee and in compliance with any legal requirements then in effect, terminate this Lease and take or cause to be taken immediate possession of the Car, and in such event, all of the Lessee's rights in the Car will thereupon terminate.

13. Extension Not a Waiver. Any extension of time granted by the Lessor to the Lessee for the payment of any sum due under this Agreement, or for the performance of any other obligation hereunder, shall not be deemed a waiver of any of the rights and remedies of the Lessor hereunder or otherwise existing.

14. Law Governing. The terms of this Agreement and the rights and obligations hereunder shall be governed by the laws of the State of Washington, provided, however, that the parties hereto shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

15. Notice. Any notice hereunder to the Lessee shall be deemed to be properly served if delivered or mailed to the Lessee at 176 East Fifth Street, St. Paul, Minnesota 55101 or at such other address as may have been furnished in writing to the lessor by the Lessee, and to the Lessor at 1400 North 4th Street, Renton, Washington 98055, Attention: General Manager, or at such other address as may have been furnished in writing to the Lessee by the Lessor. Any notice hereunder to any assignee of the Lessor or of the Lessee shall be deemed to be properly served if delivered or mailed to such assignee at such address as may have been furnished in writing to the lessor or the Lessee, as the case may be, by such assignee.

16. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together will constitute but one and the same agreement, which will be sufficiently evidenced by any such original counterpart.

17. Article Headings. All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

18. Effect and Modification of Agreement. This Agreement may be modified, amended or supplemented and any of its provisions or conditions waived if such actions are evidenced in writing and signed by the duly authorized officers of the Lessor and Lessee.

IN WITNESS WHEREOF, Pacific Car and Foundry Company has caused these presents to be executed and its seal to be affixed by its duly elected and authorized officers pursuant to lawful authority; and Burlington Northern Inc. has caused these presents to be executed and its seal to be affixed by its duly authorized officers pursuant to lawful authority, all as of the day, month and year first above written.

(Corporate Seal)

Attest:

[Signature]  
Secretary

PACIFIC CAR AND FOUNDRY COMPANY

By [Signature]  
Vice President

(Corporate Seal)

Attest:

[Signature]  
Secretary

BURLINGTON NORTHERN INC.

By [Signature]  
Vice President

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 11th day of October, 1971, before me, personally appeared M. E. O'Byrne, to me personally known, who, being by me duly sworn, says that he is Vice President of PACIFIC CAR AND FOUNDRY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

*Frederick W. White*  
Notary Public for the State of  
Washington, residing at *Millersburg*  
My Commission Expires: *July 1, 1973*

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF ST. LOUIS )

On this *15th* day of *October*, 1971, before me, personally appeared *[Signature]*, to me personally known, who, being by me duly sworn, says that he is *VICE PRESIDENT* of BURLINGTON NORTHERN, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Raymond Carson*  
Notary Public for the State of  
*Minnesota*, residing at  
*[Address]*  
My Commission Expires: *[Date]*

## CERTIFICATE OF ACCEPTANCE

TO: Pacific Car and Foundry Company (Lessor)  
1400 North 4th Street, Renton, Washington 98055

I, duly appointed inspector and authorized representative of Burlington Northern, Inc. (hereinafter called the "Lessee"), for the purposes of the railroad equipment Lease Agreement dated as of October 6th, 1971, between you, as Lessor, and the Lessee, do hereby certify that I have inspected, received, approved and accepted delivery on behalf of the Lessee and under said Lease Agreement, of one 200,000 pound nominal capacity bulk and standard loading steel-sheathed, fiberglass interior Refrigeration Car with York Refrigeration System (hereinafter called the Car), at Renton, Washington:

Date Accepted: 7 October 1971  
Numbered: WFEEX 6000

I do further certify that at the time of delivery of the foregoing Car, the Car was plated or marked in accordance with the provisions of Article 2 of the said railroad equipment Lease Agreement, that is to say, there was and is plainly, distinctly, permanently and conspicuously marked on each side of the Car the following legend in letters not less than one inch in height:

"PACIFIC CAR AND FOUNDRY COMPANY, OWNER/LESSOR"

I do further certify that the Car is in good order and condition and conforms to the Specifications applicable thereto, and to all applicable Interstate Commerce Commission requirements and specifications and to all applicable standards recommended by the Association of American Railroads.

*W. M. McArthur*  
Inspector and Authorized  
Representative of  
Burlington Northern, Inc.