

RECORDATION NO. 8564-B  
JAN 26 1977 11 03 AM  
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Washington, D. C.

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and two counterparts of a First Amendment to Conditional Sale Agreement 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:

Assignee of Manufacturer-Vendor: First Security Bank of Utah, N. A.  
79 South Main Street  
P. O. Box 1289  
Salt Lake City, Utah 84110

Vendee: Mercantile-Safe Deposit & Trust Company, as Trustee under Burlington Northern Trust No. 76-8  
Two Hopkins Plaza  
P. O. Box 2258  
Baltimore, Maryland 21203

7-026A032  
10

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

The original Conditional Sale Agreement dated as of September 1, 1976 was filed for record in the Office of the Secretary of the Interstate Commerce Commission on November 10, 1976 at 11:15 A.M. and assigned Recordation No. 8564.

RECEIVED  
JAN 26 11 03 AM '77  
I.C.C. RECORDATION

Please return the original First Amendment to Conditional Sale Agreement 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.

INTERSTATE  
COMMERCE COMMISSION

Very truly yours,

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY, as Trustee under Burlington Northern Trust No. 76-8

JAN 26 1977  
ADMINISTRATIVE SERVICES

By [Signature]  
Its CORPORATE TRUST OFFICER

Enclosures

(Burlington Northern Trust No. 76-8)

SCHEDULE 1

MANUFACTURER: Portec, Inc.  
(Paragon Division)

PLANT OF MANUFACTURER: Novi, Michigan

DESCRIPTION OF ITEMS OF EQUIPMENT: Type A (Import Service): 95 enclosed Tri-level Auto Racks without end doors

Type B (Ford Service): 50 enclosed Tri-level Auto Racks with end doors

Type C (G.M. Service): 32 enclosed Tri-level Auto Racks with end doors

The 177 Tri-level Auto Racks shall bear rack numbers BN 4139 through BN 4315. The 95 Tri-level Auto Racks without end doors shall bear Manufacturer's serial nos. 40303-1 through 40303-95, both inclusive, and the 82 Tri-level Auto Racks with end doors shall bear Manufacturer's serial nos. 40616-1 through 40616-50, both inclusive, and 40609-1 through 40609-32, both inclusive.

SPECIFICATIONS: Purchase Order Nos. OB-13195-6 and OB-13196-6.

BASE PRICE: Type A: \$22,353 per Item (\$2,123,535 for 95 Items)

Type B: \$27,760 per Item (\$1,388,000 for 50 Items)

Type C: \$26,067 per Item (\$834,144 for 32 Items)

MAXIMUM PURCHASE PRICE: \$4,484,900 for 177 Items

DELIVER TO: Burlington Northern Inc.

PLACE OF DELIVERY: Novi, Michigan

ESTIMATED DELIVERY DATE: November, 1976 - March 31, 1977

OUTSIDE DELIVERY DATE: March 31, 1977

FIXED RENTAL PAYMENTS: For each Item of Equipment delivered to and accepted by the Lessee under the Lease on or prior to December 31, 1976: eight (8) semiannual rental payments in arrears each equal to

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

1/26/77

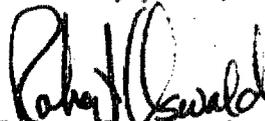
OFFICE OF THE SECRETARY

Robert C. Nash, Esq.  
Chapman and Culter  
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 1/26/77 at 11:05am and assigned recordation number(s) 8564-B

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

REGISTRATION NO. *864-B* Filed & Recorded

JAN 20 1977 - 11 05 AM

REGISTERED STOCKS COMMISSION

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FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1976

Between

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,  
as Assignee of Portec Inc. (Paragon Division)

as Vendor

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
as Trustee under Burlington Northern  
Trust No. 76-8

as Vendee

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(Burlington Northern Trust No. 76-8)

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT dated as of December 1, 1976 between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as assignee (the "Assignee") under an Agreement and Assignment dated as of September 1, 1976 of the right, title and interest of PORTEC, INC. (Paragon Division), a Delaware corporation (the "Manufacturer") under the Conditional Sale Agreement and Equipment hereinafter referred to, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee under a Trust Agreement dated as of September 1, 1976 (the "Vendee").

W I T N E S S E T H

WHEREAS, the Manufacturer and the Vendee have heretofore executed and delivered that certain Conditional Sale Agreement dated as of September 1, 1976 (the "Conditional Sale Agreement") providing for the sale thereunder by the Manufacturer to the Vendee of certain enclosed tri-level auto racks more fully described in Schedule A attached to the Conditional Sale Agreement (the "Equipment"); and

WHEREAS, the said Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on November 10, 1976 and has been assigned recordation No. 8564; and

WHEREAS, the Assignee, as assignee of the right, title and interest of the Manufacturer in and to the Conditional Sale Agreement, and the Vendee desire to amend the Conditional Sale Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Assignee and the Vendee hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

Section 24.7 of the Conditional Sale Agreement shall be and the same is hereby amended in its entirety so as to read in as follows:

"24.7. The Manufacturer hereby agrees with the Vendee that, so long as no Event of Default, or any event which with lapse of time or giving of notice, or both, would constitute such an Event of Default, under this Conditional Sale Agreement has occurred and is continuing, the Manufacturer will not, without the prior written consent of the Vendee (which consent shall be given or denied within 15 business days after receipt by the Trustors and the Vendee of the

request therefor) exercise or enforce, or seek to exercise or enforce, or avail itself of any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Vendee to the Manufacturer by this Section 24, except the right to receive and apply the payments of rental made by the Railroad under the Lease as provided in Section 3.3 hereof."

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 "Conditional Sale Agreement dated as of September 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 parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested all as of the date first above written.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION,  
assignee under an Agreement and  
Assignment dated as of September 1, 1976

By 

Its

MANAGER, CORPORATE TRUST DIVISION

(Corporate Seal)

Attest:

  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Trustee under Burlington  
Northern Trust No. 76-8

By 

Its Vice President

ASSISTANT VICE PRESIDENT

(Corporate Seal)

Attest:

  
Assistant Secretary

CORPORATE TRUST OFFICER

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE

On this 7th day of Dec., 1976, before me personally appeared ROBERT S. CLARK, to me personally known, who being by me duly sworn, says that he is the MANAGER CORPORATE TRUST DIVISION of FIRST SECURITY BANK OF UTAH, 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.

Candace L. Lane  
Notary Public

(Seal)

My Commission Expires: My Commission Expires Sept. 27, 1980

STATE OF MARYLAND )  
 ) SS  
CITY OF BALTIMORE )

On this 9th day of December, 1976, before me personally appeared G. J. Johnston, to me personally known, who being by me duly sworn, says that he is an <sup>ASST.</sup> Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

Jorothy E. Scharf  
Notary Public

(Seal)

My Commission Expires: 7-1-78.

JOROTHY E. SCHARF  
NOTARY PUBLIC  
My Commission Expires July 1, 1977