

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

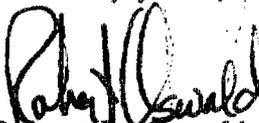
OFFICE OF THE SECRETARY

Robert C. Nash, Esq.
Chapman & 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 1/26/77 at 9:20am , and assigned recordation number(s) 8565-A

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

REGISTRATION NO. 8565-14 FILED & RECORDED

JAN 20 1977 - 9 22 AM

INTERSTATE COMMERCE COMMISSION
INTERSTATE

FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of December 1, 1976

Between

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

and

BURLINGTON NORTHERN INC.,
as Lessee

(Burlington Northern Trust No. 76-8)

FIRST AMENDMENT TO EQUIPMENT LEASE

FIRST AMENDMENT dated as of December 1, 1976 between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not individually but solely as Trustee under a Trust Agreement dated as of September 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 September 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 November 10, 1976 and has been assigned recordation No. 8565.

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:

The first paragraph of Section 11.1 of the Lease shall be amended to read in its entirety as follows:

"The Lessee will at all times while this Lease is in effect, at its own expense, cause to be carried and maintained property insurance in respect of the Equipment at the time subject hereto, and public liability insurance, in amounts and against risks customarily insured against by railroad companies in respect of similar equipment and in any event comparable to those risks insured against by the Lessee in respect of similar equipment owned by it. The benefits of all property insurance shall be payable, so long as the aggregate Conditional Sale Indebtedness shall not have been paid in full, to the Assignee and thereafter to the Lessor, and the Lessee will deliver certificates of insurance evidencing any property insurance effected or in force in accordance with the provisions of this paragraph. With respect to all public liability insurance, the Lessee shall cause each policy to provide, and the insurer issuing such policy to certify to any Assignee and the Lessor, as follows: (1) the Lessor, as owner and lessor of the Equipment, and the Assignee are named as additional insureds as their respective interests may appear, (2) the proceeds of such insurance shall be payable to the Assignee, the Lessor and the Lessee as their respective interests may appear, (3) if the insurer cancels or materially changes such insurance for any reason whatsoever, or the same is allowed to lapse for nonpayment of premium, such

cancellation, material change or lapse shall be ineffective (without liability for additional premium on the part of the Lessor or the Assignee) as to the Lessor and the Assignee for 30 days after receipt by the Lessor and the Assignee of notice from such insurer of such cancellation, material change or lapse and (4) in respect of the interest of the Lessor and the Assignee in such policy, the insurance shall not be invalidated by any action or inaction of the Lessee or any other person (other than of the Lessor, the Assignee or the Trustors, as the case may be) and shall insure the interest of the Lessor and the Assignee regardless of any breach or violation by the Lessee of any warranties, declarations or conditions contained in such policy."

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 September 1, 1976" or the "Lease 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 Lessor and the Lessee have caused this instrument to be duly executed all as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not individually but solely as Trustee under Burlington Northern Trust No. 76-8.

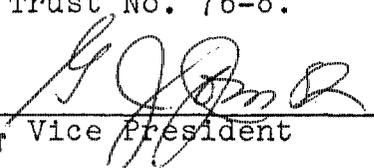
[Seal]

Attest:


CORPORATE TRUST OFFICER

By

ASSISTANT


Vice President

LESSOR

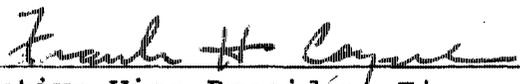
BURLINGTON NORTHERN INC.

[Seal]

Attest:


Assistant Secretary

By


Executive Vice President - Finance and Administration

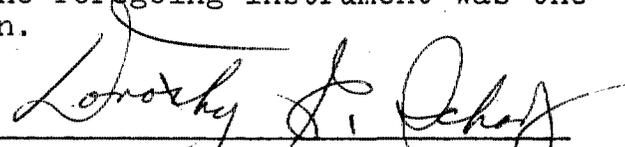
LESSEE

State of Maryland)
) SS
City of Baltimore)

On this 10th 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 the ASSISTANT 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.

[Seal]

My commission expires: 7-1-78,


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

State of Minnesota)
) SS
County of Ramsey)

On this 7th day of December, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

My commission expires:


J. H. McCARTHY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires Jan. 6, 1982