

7186-D

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RECORDATION NO. _____ Filed & Recorded

OCT 3 1974 - 2 22 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Dated as of September 10, 1974

among

THE FIFTH THIRD LEASING COMPANY,

BURLINGTON NORTHERN INC.

and

FIRST SECURITY BANK OF UTAH, N.A.,

as Agent

AMENDMENT AGREEMENT, dated as of
September 10, 1974, among THE FIFTH THIRD
LEASING COMPANY ("Fifth Third"), BURLINGTON
NORTHERN INC. ("Burlington") and FIRST
SECURITY BANK OF UTAH, N.A., as Agent
("First Security").

WHEREAS Fifth Third and Burlington have entered
into a Conditional Sale Agreement dated as of September 1,
1973, with General Electric Company (the "Builder"), which
Conditional Sale Agreement has been filed and recorded with
the Interstate Commerce Commission (the "Commission") pur-
suant to Section 20c of the Interstate Commerce Act (the
"Act") on October 19, 1973, Recordation No. 7186, and has
been deposited in the office of the Registrar General of
Canada pursuant to Section 86 of the Railway Act of Canada
(the "Railway Act") on October 25, 1973; and

WHEREAS the Builder has assigned certain rights,
titles and interests in and to such Conditional Sale Agree-
ment, and all its right, security title and interest in and
to each unit of the railroad equipment covered thereby, pur-
suant to an Agreement and Assignment dated as of September 1,
1973, to First Security, which Agreement and Assignment has
been filed and recorded with the Commission pursuant to
Section 20c of the Act on October 19, 1973, Recordation No.

7186, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third and Burlington have entered into a Lease of Railroad Equipment dated as of September 1, 1973, which Lease of Railroad Equipment has been filed and recorded with the Commission pursuant to Section 20c of the Act on October 19, 1973, Recordation No. 7186-A, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third has assigned for security purposes its rights in, to and under the aforesaid Lease of Railroad Equipment to First Security pursuant to an Assignment of Lease and Agreement dated as of September 1, 1973, which Assignment of Lease and Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on October 19, 1973, Recordation No. 7186-A, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third, Burlington and First Security have entered into an Amendment Agreement dated as of November 1, 1973, which Amendment Agreement amends the aforesaid Lease of Railroad Equipment and the aforesaid Assignment of

Lease and Agreement, and which Amendment Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on December 11, 1973, Recordation No. 7186-B, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on December 10, 1973; and

WHEREAS Fifth Third, Burlington and First Security have entered into an Amendment Agreement dated as of June 1, 1974, which Amendment Agreement amends the aforesaid Conditional Sale Agreement, Agreement and Assignment, Lease of Railroad Equipment and Assignment of Lease and Agreement (the aforesaid agreements, as so amended, being hereinafter called the "Conditional Sale Agreement", the "Assignment", the "Lease" and the "Lease Assignment", respectively), and which Amendment Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on June 25, 1974, Recordation No. 7186-C, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on June 26, 1974; and

WHEREAS pursuant to Article 21 of the Conditional Sale Agreement "[n]o variation or modification of this Agreement . . . shall be valid unless in writing and signed by duly authorized representatives of the Vendor, the Vendee and the Guarantor"; and

WHEREAS First Security, Fifth Third and Burlington are the Vendor, the Vendee and the Guarantor, respectively, as such terms are defined in the Conditional Sale Agreement; and

WHEREAS pursuant to Section 21 of the Lease "[n]o variation or modification of this Lease . . . shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee"; and

WHEREAS Fifth Third and Burlington are the Lessor and the Lessee, respectively, as such terms are defined in the Lease; and

WHEREAS pursuant to Article 23 of the Conditional Sale Agreement "[n]o waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Vendor"; and

WHEREAS the parties hereto desire to amend certain provisions of the Conditional Sale Agreement and the Lease relating to Burlington's undertaking to purchase the Units (as defined in the Lease) on November 1, 1974, in the event that Fifth Third shall not have been issued the tax rulings referred to in Section 19(a)(y) of the Lease on or before October 1, 1974, and to amend the Assignment and the Lease Assignment to permit the aforesaid amendments of the Conditional Sale Agreement and the Lease, respectively;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

A. The Conditional Sale Agreement is hereby amended by deleting from the tenth paragraph of Article 4 thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

B. The Lease is hereby amended as follows:

1. Section 19(a)(y) is hereby amended by deleting the words "October 1" and by inserting, in lieu thereof, the words "December 31".

2. Section 19 is hereby further amended by deleting from the text of the first paragraph thereof immediately following subparagraph (b) thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

C. The Assignment is hereby amended to permit the aforesaid amendment of the Conditional Sale Agreement as though originally set forth therein.

D. The Lease Assignment is hereby amended to permit the aforesaid amendments of the Lease as though originally set forth therein.

E. Except as amended hereby, the Conditional Sale Agreement, the Assignment, the Lease and the Lease Assignment

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Authorized Officer

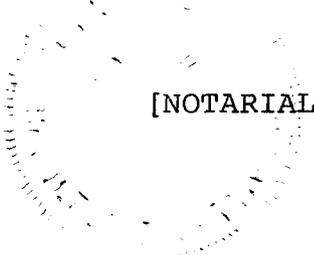
[Corporate Seal]

Attest:

Authorized Officer

STATE OF OHIO,)
) ss.:
COUNTY OF HAMILTON,)

On this 25th day of *September* 1974, before me personally appeared C. P. REYNOLDS, JR. , to me personally known, who, being by me duly sworn, says that he is Vice President of THE FIFTH THIRD LEASING 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.



[NOTARIAL SEAL]

Patricia J. Pardon

Notary Public

PATRICIA J. PARDON
Notary Public, Hamilton County, Ohio
My Commission Expires Mar. 12, 1978

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of 1974, before me
personally appeared , 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

[NOTARIAL SEAL]

7186-D

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OCT 3 1974 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Dated as of September 10, 1974

among

THE FIFTH THIRD LEASING COMPANY,

BURLINGTON NORTHERN INC.

and

FIRST SECURITY BANK OF UTAH, N.A.,

as Agent

AMENDMENT AGREEMENT, dated as of
September 10, 1974, among THE FIFTH THIRD
LEASING COMPANY ("Fifth Third"), BURLINGTON
NORTHERN INC. ("Burlington") and FIRST
SECURITY BANK OF UTAH, N.A., as Agent
("First Security").

WHEREAS Fifth Third and Burlington have entered
into a Conditional Sale Agreement dated as of September 1,
1973, with General Electric Company (the "Builder"), which
Conditional Sale Agreement has been filed and recorded with
the Interstate Commerce Commission (the "Commission") pur-
suant to Section 20c of the Interstate Commerce Act (the
"Act") on October 19, 1973, Recordation No. 7186, and has
been deposited in the office of the Registrar General of
Canada pursuant to Section 86 of the Railway Act of Canada
(the "Railway Act") on October 25, 1973; and

WHEREAS the Builder has assigned certain rights,
titles and interests in and to such Conditional Sale Agree-
ment, and all its right, security title and interest in and
to each unit of the railroad equipment covered thereby, pur-
suant to an Agreement and Assignment dated as of September 1,
1973, to First Security, which Agreement and Assignment has
been filed and recorded with the Commission pursuant to
Section 20c of the Act on October 19, 1973, Recordation No.

7186, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third and Burlington have entered into a Lease of Railroad Equipment dated as of September 1, 1973, which Lease of Railroad Equipment has been filed and recorded with the Commission pursuant to Section 20c of the Act on October 19, 1973, Recordation No. 7186-A, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third has assigned for security purposes its rights in, to and under the aforesaid Lease of Railroad Equipment to First Security pursuant to an Assignment of Lease and Agreement dated as of September 1, 1973, which Assignment of Lease and Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on October 19, 1973, Recordation No. 7186-A, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third, Burlington and First Security have entered into an Amendment Agreement dated as of November 1, 1973, which Amendment Agreement amends the aforesaid Lease of Railroad Equipment and the aforesaid Assignment of

Lease and Agreement, and which Amendment Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on December 11, 1973, Recordation No. 7186-B, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on December 10, 1973; and

WHEREAS Fifth Third, Burlington and First Security have entered into an Amendment Agreement dated as of June 1, 1974, which Amendment Agreement amends the aforesaid Conditional Sale Agreement, Agreement and Assignment, Lease of Railroad Equipment and Assignment of Lease and Agreement (the aforesaid agreements, as so amended, being hereinafter called the "Conditional Sale Agreement", the "Assignment", the "Lease" and the "Lease Assignment", respectively), and which Amendment Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on June 25, 1974, Recordation No. 7186-C, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on June 26, 1974; and

WHEREAS pursuant to Article 21 of the Conditional Sale Agreement "[n]o variation or modification of this Agreement . . . shall be valid unless in writing and signed by duly authorized representatives of the Vendor, the Vendee and the Guarantor"; and

WHEREAS First Security, Fifth Third and Burlington are the Vendor, the Vendee and the Guarantor, respectively, as such terms are defined in the Conditional Sale Agreement; and

WHEREAS pursuant to Section 21 of the Lease "[n]o variation or modification of this Lease . . . shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee"; and

WHEREAS Fifth Third and Burlington are the Lessor and the Lessee, respectively, as such terms are defined in the Lease; and

WHEREAS pursuant to Article 23 of the Conditional Sale Agreement "[n]o waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Vendor"; and

WHEREAS the parties hereto desire to amend certain provisions of the Conditional Sale Agreement and the Lease relating to Burlington's undertaking to purchase the Units (as defined in the Lease) on November 1, 1974, in the event that Fifth Third shall not have been issued the tax rulings referred to in Section 19(a)(y) of the Lease on or before October 1, 1974, and to amend the Assignment and the Lease Assignment to permit the aforesaid amendments of the Conditional Sale Agreement and the Lease, respectively;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

A. The Conditional Sale Agreement is hereby amended by deleting from the tenth paragraph of Article 4 thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

B. The Lease is hereby amended as follows:

1. Section 19(a)(y) is hereby amended by deleting the words "October 1" and by inserting, in lieu thereof, the words "December 31".

2. Section 19 is hereby further amended by deleting from the text of the first paragraph thereof immediately following subparagraph (b) thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

C. The Assignment is hereby amended to permit the aforesaid amendment of the Conditional Sale Agreement as though originally set forth therein.

D. The Lease Assignment is hereby amended to permit the aforesaid amendments of the Lease as though originally set forth therein.

E. Except as amended hereby, the Conditional Sale Agreement, the Assignment, the Lease and the Lease Assignment

shall remain unaltered and in full force and effect.

F. This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE FIFTH THIRD LEASING COMPANY,

by

President

[Corporate Seal]

Attest:

Secretary

BURLINGTON NORTHERN INC.,

by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary



FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

STATE OF OHIO,)
) ss.:
COUNTY OF HAMILTON,)

On this day of 1974, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is Vice
President of THE FIFTH THIRD LEASING COMPANY, that one of
the seals affixed to the foregoing instrument is the cor-
porate 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 exe-
cution of the foregoing instrument was the free act and deed
of said corporation.

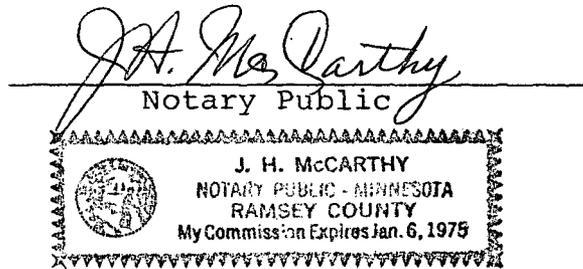
Notary Public

[NOTARIAL SEAL]

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this 26th day of September 1974, before me personally appeared W. N. ERNZEN, 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.

[NOTARIAL SEAL]



STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1974, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is an
Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A.,
that one of the seals affixed to the foregoing instrument
is the corporate seal of said national association, that
said instrument was signed and sealed on behalf of said
national association 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 national
association.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

7186-D

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INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Dated as of September 10, 1974

among

THE FIFTH THIRD LEASING COMPANY,

BURLINGTON NORTHERN INC.

and

FIRST SECURITY BANK OF UTAH, N.A.,

as Agent

AMENDMENT AGREEMENT, dated as of September 10, 1974, among THE FIFTH THIRD LEASING COMPANY ("Fifth Third"), BURLINGTON NORTHERN INC. ("Burlington") and FIRST SECURITY BANK OF UTAH, N.A., as Agent ("First Security").

WHEREAS Fifth Third and Burlington have entered into a Conditional Sale Agreement dated as of September 1, 1973, with General Electric Company (the "Builder"), which Conditional Sale Agreement has been filed and recorded with the Interstate Commerce Commission (the "Commission") pursuant to Section 20c of the Interstate Commerce Act (the "Act") on October 19, 1973, Recordation No. 7186, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada (the "Railway Act") on October 25, 1973; and

WHEREAS the Builder has assigned certain rights, titles and interests in and to such Conditional Sale Agreement, and all its right, security title and interest in and to each unit of the railroad equipment covered thereby, pursuant to an Agreement and Assignment dated as of September 1, 1973, to First Security, which Agreement and Assignment has been filed and recorded with the Commission pursuant to Section 20c of the Act on October 19, 1973, Recordation No.

7186, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third and Burlington have entered into a Lease of Railroad Equipment dated as of September 1, 1973, which Lease of Railroad Equipment has been filed and recorded with the Commission pursuant to Section 20c of the Act on October 19, 1973, Recordation No. 7186-A, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third has assigned for security purposes its rights in, to and under the aforesaid Lease of Railroad Equipment to First Security pursuant to an Assignment of Lease and Agreement dated as of September 1, 1973, which Assignment of Lease and Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on October 19, 1973, Recordation No. 7186-A, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on October 25, 1973; and

WHEREAS Fifth Third, Burlington and First Security have entered into an Amendment Agreement dated as of November 1, 1973, which Amendment Agreement amends the aforesaid Lease of Railroad Equipment and the aforesaid Assignment of

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WHEREAS Fifth Third, Burlington and First Security have entered into an Amendment Agreement dated as of June 1, 1974, which Amendment Agreement amends the aforesaid Conditional Sale Agreement, Agreement and Assignment, Lease of Railroad Equipment and Assignment of Lease and Agreement (the aforesaid agreements, as so amended, being hereinafter called the "Conditional Sale Agreement", the "Assignment", the "Lease" and the "Lease Assignment", respectively), and which Amendment Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on June 25, 1974, Recordation No. 7186-C, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on June 26, 1974; and

WHEREAS pursuant to Article 21 of the Conditional Sale Agreement "[n]o variation or modification of this Agreement . . . shall be valid unless in writing and signed by duly authorized representatives of the Vendor, the Vendee and the Guarantor"; and

WHEREAS First Security, Fifth Third and Burlington are the Vendor, the Vendee and the Guarantor, respectively, as such terms are defined in the Conditional Sale Agreement; and

WHEREAS pursuant to Section 21 of the Lease "[n]o variation or modification of this Lease . . . shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee"; and

WHEREAS Fifth Third and Burlington are the Lessor and the Lessee, respectively, as such terms are defined in the Lease; and

WHEREAS pursuant to Article 23 of the Conditional Sale Agreement "[n]o waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Vendor"; and

WHEREAS the parties hereto desire to amend certain provisions of the Conditional Sale Agreement and the Lease relating to Burlington's undertaking to purchase the Units (as defined in the Lease) on November 1, 1974, in the event that Fifth Third shall not have been issued the tax rulings referred to in Section 19(a)(y) of the Lease on or before October 1, 1974, and to amend the Assignment and the Lease Assignment to permit the aforesaid amendments of the Conditional Sale Agreement and the Lease, respectively;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

A. The Conditional Sale Agreement is hereby amended by deleting from the tenth paragraph of Article 4 thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

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D. The Lease Assignment is hereby amended to permit the aforesaid amendments of the Lease as though originally set forth therein.

E. Except as amended hereby, the Conditional Sale Agreement, the Assignment, the Lease and the Lease Assignment

shall remain unaltered and in full force and effect.

F. This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE FIFTH THIRD LEASING
COMPANY,

by

President

[Corporate Seal]

Attest:

Secretary

BURLINGTON NORTHERN INC.,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by W. Ham Segmiller
Authorized Officer

[Corporate Seal]

Attest:

[Signature]
Authorized Officer

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

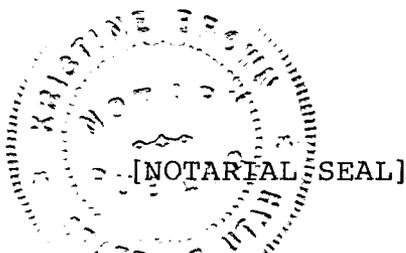
On this day of 1974, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of BURLINGTON NORTHERN INC., that one of the seals
affixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed 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

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 25th day of September, 1974, before me personally appeared *W. Stalk Seegmiller*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association 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 national association.



Kristine Brown

Notary Public

My Commission expires: 12/12/77