

Interstate Commerce Commission  
Washington, D.C.

10359-A  
No. 0-010A045  
Filed 1425

Date JAN 10 1980

10359-A  
\$10

JAN 10 1980 - 2 30 PM Fee \$ 10.00

Gentlemen:

INTERSTATE COMMERCE COMMISSION  
Washington, D. C.

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and two counterparts of a First Amendment to Equipment Lease dated as of December 15, 1979 which amends, among other things, an Equipment Lease dated as of March 15, 1979.

The original Equipment Lease was filed with the Interstate Commerce Commission on May 10, 1979 and given Recordation Number 10359.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessee under First Amendment to Equipment Lease: Burlington Northern Inc.  
176 East Fifth Street  
St. Paul, Minnesota 55101

Lessor under First Amendment to Equipment Lease: The Connecticut Bank and Trust Company, not individually but solely as Trustee  
One Constitution Plaza  
Hartford, Connecticut 06115

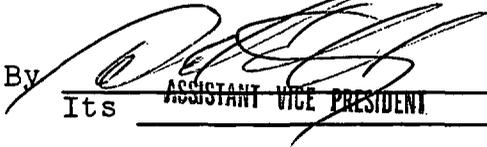
The undersigned is the Lessor under the First Amendment of Equipment Lease and has knowledge of the matters set forth therein.

Please return the original and one counterpart of the First Amendment to Equipment Lease to Michael G. McGee, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required filing fee.

Very truly yours,

THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely as Trustee

By   
Its ASSISTANT VICE PRESIDENT

Enclosures

RECEIVED  
JAN 10 2 22 PM '80  
I.C.C.  
FEE OPERATION BR.

*Chapman & Cutler - P.T. Kessler*

SCHEDULE A

DESCRIPTION OF ITEMS OF EQUIPMENT

Description and Mark and  
Number of Reconstructed  
Items of Equipment:

120 Rebuilt 50-foot Wide  
Door Boxcars, Marked and  
Numbered BN248770 to  
BN248869, both inclusive,  
BN248663, BN248667,  
BN248668, BN248670,  
BN248673, BN248696,  
BN248702, BN248707,  
BN248708, BN248714,  
BN248725, BN248730,  
BN248734, BN248735,  
BN248738, BN248739,  
BN248740, BN248744,  
BN248749, BN248750,  
and 300 Rebuilt 40-foot  
Wide Door Boxcars Marked  
and Numbered BN200000  
to BN200299, both inclu-  
sive

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

1/10/80

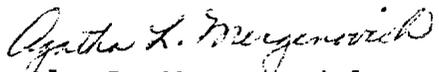
**OFFICE OF THE SECRETARY**

Michael G. McGee  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/10/80 at 2:30pm, and assigned re-  
recording number(s). 10659-A & 10660-A

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

10359-A

RECORDATION NO. 10359-A Filed 1425

JAN 10 1980 -2 30 PM

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INTERSTATE COMMERCE COMMISSION

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FIRST AMENDMENT  
TO  
EQUIPMENT LEASE

Dated December 15, 1979

Between

THE CONNECTICUT BANK AND TRUST COMPANY,  
not in its individual capacity but solely as Trustee

Lessor

And

BURLINGTON NORTHERN INC.,

Lessee

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(Burlington Northern No. 79-2)

FIRST AMENDMENT TO EQUIPMENT LEASE dated as of December 15, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee (the "Lessor") and BURLINGTON NORTHERN INC., a Delaware corporation (the "Lessee").

WHEREAS, the Lessee and the Lessor have heretofore entered into an Equipment Lease of Railroad Equipment dated as of March 15, 1979 (the "Original Lease") providing for the lease and delivery by the Lessor to the Lessee of certain enclosed rebuilt boxcars more fully described at Schedule A attached hereto, which Original Lease was filed and recorded in the office of the Secretary of the Interstate Commerce Commission at 12:25 p.m. on May 10, 1979 and given Recordation No. 10359;

WHEREAS, all necessary parties have consented to the execution by the Lessor and the Lessee of this First Amendment; and

WHEREAS, the Lessor and the Lessee now desire to amend the Original Lease in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee hereby agree that Schedule A of the Original Lease is hereby amended to read in its entirety as follows:

DESCRIPTION OF ITEMS OF EQUIPMENT

Description and Mark and  
Number of Reconstructed  
Items of Equipment:

120 Rebuilt 50-foot Wide Door  
Boxcars, Marked and Numbered  
BN248770 to BN248869, both  
inclusive, BN248663, BN248667,  
BN248668, BN248670, BN248673,  
BN248696, BN248702, BN248707,  
BN248708, BN248714, BN248725,  
BN248730, BN248734, BN248735,  
BN248738, BN248739, BN248740,  
BN248744, BN248749, BN248750,  
and 300 Rebuilt 40-foot Wide Door  
Boxcars Marked and Numbered  
BN200000 to BN200299, both  
inclusive

Base Purchase Price to Lessor  
of Original Equipment:

50-foot Wide Door Boxcars	\$2,200 per Item (\$264,000 for 120 Items)
40-foot Wide Door Boxcars	\$2,480 per Item (\$744,000 for 300 Items)

Estimated Reconstruction Cost  
to Lessor of Equipment:

50-foot Wide Door Boxcars	\$22,550 per Item (\$2,706,000 for 120 Items)
40-foot Wide Door Boxcars	\$21,450 per Item (\$6,435,000 for 300 Items)

Estimated Total Cost to Lessor  
of Equipment:

50-foot Wide Door Boxcars	\$24,750 per Item (\$2,970,000 for 120 Items)
40-foot Wide Door Boxcars	\$23,930 per Item (\$7,179,000 for 300 Items)

Term Lease Commencement Date: March 1, 1980

Outside Delivery Date: March 31, 1980

Place of Delivery: Rebuilding Plant of the Lessee at St.  
Cloud, Minnesota

(Burlington Northern No. 79-2)

SCHEDULE A  
(to Equipment Lease)

Whenever in any certificate, letter, notice or other instrument reference is made to the Original Lease such reference without more shall include reference to this Amendment. Except to the extent hereby amended and modified, the Original Equipment Lease is in all respects ratified, confirmed and approved. This Amendment may be executed in any number of counterparts, each executed counterpart constitutes an original but altogether only one amendment.

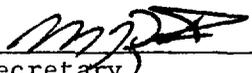
IN WITNESS WHEREOF, the Lessor and the Lessee have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be affixed as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee

By   
Its ASSISTANT VICE PRESIDENT

(CORPORATE SEAL)

ATTEST:

  
Asst Secretary

BURLINGTON NORTHERN INC.

BY \_\_\_\_\_  
Its \_\_\_\_\_  
Vice President and Treasurer

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Secretary



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FIRST AMENDMENT  
TO  
EQUIPMENT LEASE

Dated December 15, 1979

Between

THE CONNECTICUT BANK AND TRUST COMPANY,  
not in its individual capacity but solely as Trustee

Lessor

And

BURLINGTON NORTHERN INC.,

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(Burlington Northern No. 79-2)

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WHEREAS, the Lessee and the Lessor have heretofore entered into an Equipment Lease of Railroad Equipment dated as of March 15, 1979 (the "Original Lease") providing for the lease and delivery by the Lessor to the Lessee of certain enclosed rebuilt boxcars more fully described at Schedule A attached hereto, which Original Lease was filed and recorded in the office of the Secretary of the Interstate Commerce Commission at 12:25 p.m. on May 10, 1979 and given Recordation No. 10359;

WHEREAS, all necessary parties have consented to the execution by the Lessor and the Lessee of this First Amendment; and

WHEREAS, the Lessor and the Lessee now desire to amend the Original Lease in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee hereby agree that Schedule A of the Original Lease is hereby amended to read in its entirety as follows:

DESCRIPTION OF ITEMS OF EQUIPMENT

Description and Mark and  
Number of Reconstructed  
Items of Equipment:

120 Rebuilt 50-foot Wide Door  
Boxcars, Marked and Numbered  
BN248770 to BN248869, both  
inclusive, BN248663, BN248667,  
BN248668, BN248670, BN248673,  
BN248696, BN248702, BN248707,  
BN248708, BN248714, BN248725,  
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BN248744, BN248749, BN248750,  
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(Burlington Northern No. 79-2)

SCHEDULE A  
(to Equipment Lease)

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IN WITNESS WHEREOF, the Lessor and the Lessee have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be affixed as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee

By \_\_\_\_\_  
Its \_\_\_\_\_

[CORPORATE SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

BURLINGTON NORTHERN INC.

By RC Burlington  
Its \_\_\_\_\_  
Vice President and Treasurer

[CORPORATE SEAL]

ATTEST:

G. J. Heinschinkel  
Asst. Secretary

STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF HARTFORD )

On this \_\_\_ day of January, 1980, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of THE CONNECTICUT BANK 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.

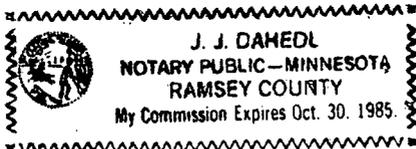
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this 4<sup>th</sup> day of January, 1980, before me personally appeared R.C. Burton, Jr., to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer 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.



J. J. DAMEL  
Notary Public

[NOTARIAL SEAL]

My Commission expires: