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LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE#
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.#

*NOT A MEMBER OF D.C. BAR
+ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
#ALSO ADMITTED IN MARYLAND

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
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RECORDATION NO. Filed 1425

FEB 5 1988 12:40 PM

INTERSTATE COMMERCE COMMISSION

February 5, 1988

8-036A013

No.

Date FEB 5 1988

Fee $ 13.00

ICC Washington, D.C.

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are triplicate original copies of a Full Service Term Agreement dated as of January 1, 1988, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

XTRA, c/o X-L-Co., Inc
60 State Street
Boston, Massachusetts 02109

Burlington Northern Railroad Company (User)
9401 Indian Creek Parkway
Overland Park, Kansas 66210

FEB 5 12 55 PM

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A attached hereto and made a part hereof.

Also enclosed is a check in the amount of $13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Ct. Kappler

A short summary of the enclosed primary document to appear in the Commission's Index is:

Full Service Term Agreement dated as of January 1, 1988 between XTRA, c/o X-L-Co., Inc. and Burlington Northern Railroad Company (User) covering one thousand four (1004) Jumbo Covered Hopper Railcars bearing CFWR reporting mark and numbers.

Very truly yours,

Charles T. Kappler

Enclosures

EXHIBIT A
EQUIPMENT DESCRIPTION/USE CHARGE SCHEDULE

Equipment Type and Description

One Thousand and Four (1004) C113 Type
Jumbo Covered Hopper Railcars (4,750 cubic foot, 100 ton capacity)
All Equipment will bear the "CFWR" reporting mark.

[For Unit Numbers
See Attached Schedule]

Use Charge/Per Unit/Per Month

Three Hundred and Twelve Dollars
($312.00)

All accounting for off-line per diem and mileage will be done by XTRA and all such off-line earnings generated by the Equipment will be collected by XTRA and credited to User's account on a monthly basis as the same are received. XTRA represents that it has the right to use the Caney, Fork & Western Railroad ("CFWR") reporting mark on the Equipment and the right to collect the off-line earnings with respect to the Equipment and to remit the same to User.

UNIT NUMBER SCHEDULE

*MARK.	UNIT .	MARK.	UNIT .	MARK.	UNIT .	MARK.	UNIT .	MARK.	UNIT .	MARK.	UNIT .
CFWR	047004	CFWR	047005	CFWR	047006	CFWR	047007	CFWR	047008	CFWR	047009
CFWR	047010	CFWR	047013	CFWR	047016	CFWR	047017	CFWR	047019	CFWR	047021
CFWR	047022	CFWR	047025	CFWR	047026	CFWR	047028	CFWR	047030	CFWR	047032
CFWR	047036	CFWR	047037	CFWR	047038	CFWR	047039	CFWR	047040	CFWR	047041
CFWR	047043	CFWR	047044	CFWR	047049	CFWR	047053	CFWR	047054	CFWR	047056
CFWR	047059	CFWR	047061	CFWR	047065	CFWR	047066	CFWR	047070	CFWR	047074
CFWR	047075	CFWR	047077	CFWR	047080	CFWR	047081	CFWR	047084	CFWR	047088
CFWR	047089	CFWR	047090	CFWR	047091	CFWR	047094	CFWR	047097	CFWR	047098
CFWR	047099	CFWR	047100	CFWR	047101	CFWR	047102	CFWR	047103	CFWR	047104
CFWR	047110	CFWR	047113	CFWR	047115	CFWR	047116	CFWR	047120	CFWR	047125
CFWR	047126	CFWR	047127	CFWR	047128	CFWR	047129	CFWR	047133	CFWR	047135
CFWR	047142	CFWR	047144	CFWR	047145	CFWR	047148	CFWR	047151	CFWR	047153
CFWR	047155	CFWR	047157	CFWR	047158	CFWR	047160	CFWR	047162	CFWR	047164
CFWR	047165	CFWR	047167	CFWR	047168	CFWR	047174	CFWR	047175	CFWR	047176
CFWR	047180	CFWR	047182	CFWR	047184	CFWR	047185	CFWR	047188	CFWR	047189
CFWR	047190	CFWR	047192	CFWR	047194	CFWR	047197	CFWR	047199	CFWR	047202
CFWR	047204	CFWR	047205	CFWR	047206	CFWR	047208	CFWR	047213	CFWR	047215
CFWR	047216	CFWR	047217	CFWR	047218	CFWR	047219	CFWR	047220	CFWR	047223
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CFWR	047240	CFWR	047241	CFWR	047243	CFWR	047248	CFWR	047251	CFWR	047253
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CFWR	047271	CFWR	047275	CFWR	047276	CFWR	047283	CFWR	047285	CFWR	047286
CFWR	047287	CFWR	047289	CFWR	047290	CFWR	047292	CFWR	047294	CFWR	047297
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..... END REPORT .....

Interstate Commerce Commission
Washington, D.C. 20423

2/5/88

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington,D.C.20006

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 2/5/88 at 12:40pm, and assigned recordation number(s). 15497

Sincerely yours,

Noreta R. McGee

Secretary

Enclosure(s)

SE-30
(7/79)

ORIGINAL

TA No. 886010 (Part I) Effective Date: January 1, 1988

FULL SERVICE TERM AGREEMENT
between
XTRA, c/o X-L-CO., INC., 60 State Street, Boston, MA 02109
and
Burlington Northern Railroad Company (User)
9401 Indian Creek Parkway (Address)
Overland Park, Kansas 66210

RECORDATION NO. 15497 Filed 1430
FEB 5 1988 12 12 PM
INTERSTATE COMMERCE COMMISSION

XTRA and Burlington Northern Railroad Company, a Delaware corporation ("User"), agree that XTRA will provide the railcars described herein ("Equipment") to User, and User will accept and use such Equipment upon the following terms and conditions:

1. TERM: The term of this Agreement shall commence on the Effective Date set forth above and shall continue for one hundred twenty (120) months from said date (the "Original Term"). Except upon breach by User, this Agreement shall terminate upon either (1) the expiration of the Original Term; or (2) redelivery of all of the Equipment as provided hereunder, whichever occurs later. During the period following the Original Term hereunder, in the event all of the Equipment has not been redelivered to XTRA, XTRA reserves the right to change, upon thirty (30) days prior written notice, any term or condition hereof, including without limitation the use charges to be paid hereunder.

2. EQUIPMENT DESCRIPTION/USE CHARGES: The Equipment covered hereby, and the use charges payable to XTRA for the use of such Equipment, are set forth on the Equipment Description/Use Charge Schedule attached hereto as Exhibit A. Such use charges shall commence with respect to each unit of Equipment on January 1, 1988, or the date such unit is picked up by or delivered to User, whichever occurs later, and shall cease with respect to each unit of Equipment upon its return as provided for under this Agreement. For specific unit numbers, reference is made to XTRA's monthly invoices.

3. EQUIPMENT PICKUP/DELIVERY: User acknowledges delivery, as of January 1, 1988, of the units of Equipment as set forth on Exhibit A attached hereto.

4. PAYMENT TERMS: User shall be invoiced monthly for all use and other charges hereunder, and shall pay all such invoices within thirty (30) days from the invoice date. Monthly use charges shall be computed on a pro-rata daily basis for any unit of Equipment which is in User's possession or control for any partial month. All payments to XTRA shall be made in U.S. currency to the address as directed by XTRA. Overdue payments may be increased by a monthly service charge equal to the greater of the maximum rate permitted by law or 1 1/2% over the then current prime rate of The Chase Manhattan Bank, N.A., New York, New York.

User's Billing Address: Burlington Northern Railroad Company
9401 Indian Creek Parkway
Overland Park, Kansas 66210

5. EQUIPMENT TERMINATION: User shall redeliver all Equipment, at User's expense, in the same condition as when received, normal wear and tear excepted, to XTRA at points on User's rail lines to be mutually agreed upon.

6. MAINTENANCE, DAMAGE AND LOSS: XTRA agrees to be responsible for the cost of all maintenance to the Equipment as may be necessary to keep it in good repair and operating condition in accordance with the then current Interchange Rules (the "AAR Interchange Rules") and the Code of Car Service and Car Hire Rules - Freight ("AAR Code of Rules") of the Association of American Railroads, and with all other current laws, rules and regulations. Provided however, User will be responsible for all costs of transporting the Equipment upon its rail lines while in route to and from maintenance facilities. XTRA shall not be responsible for the cost to repair any damage (including total loss) to the Equipment which occurs while the Equipment is in the physical possession of User, its agents or representatives, which cost shall be the responsibility of User. In case of total loss by destruction, damage beyond economic repair, confiscation, fire, theft, or any other total casualty, settlement shall be made in accordance with the AAR Interchange Rules

and the AAR Code of Rules, and User shall promptly pay XTRA the settlement value calculated in accordance with such rules.

7. SPECIAL PROVISION:

It is understood that some or all of the Equipment furnished to User under this Agreement and XTRA's rights hereunder, may, at the time of delivery to User or at some future time during the term of this Agreement, be subject to the terms of a lease to XTRA, mortgage, deed of trust, equipment trust, pledge or assignment or similar security agreement, including that certain Equipment Lease Agreement, as amended, ("Equipment Lease Agreement") dated February 2, 1981, between XTRA Leasing, Inc., a Delaware corporation, as lessee, and United States Trust Company of New York, a New York corporation, not in its individual capacity but solely as trustee, as lessor. User agrees that this Agreement, and User's rights hereunder are, and shall at all times be, subject and subordinated to any and all rights of any primary lessor, mortgagee, pledgee or security holder, including United States Trust Company of New York under the Equipment Lease Agreement, and that no claim or defense which User may have against XTRA shall be asserted or enforced against any of said parties. Provided however, if the foregoing subordination shall result in User's loss of use of any Equipment or increase the cost to User hereunder, User may terminate this Agreement as it relates to such unit(s) of Equipment. XTRA shall not enter into any agreements or financial arrangements after the Effective Date of this Agreement which will have an adverse effect on User's rights under this Agreement so long as User is not in default or in breach of this Agreement.

THIS FULL SERVICE TERM AGREEMENT AND THE EQUIPMENT USED HEREUNDER ARE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS WHICH ARE ATTACHED HERETO AS PART II AND MADE A PART HEREOF, AND WHICH SHALL APPLY IN ALL RESPECTS EXCEPT TO THE EXTENT THE SAME MAY HAVE BEEN SPECIFICALLY MODIFIED IN THIS PART I.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by an officer thereunto duly authorized, as of the Effective Date set forth above, each pursuant to due corporate authority.

Burlington Northern Railroad Company	XTRA
By: Edward L Bauer Jr.	By: William L. Sn Dr
Title: Sr Vice CMO	Title: PRESIDENT
Date: 1/20/88	Date: 2-3-88

STATE OF California)
) ss.:
COUNTY OF San Mateo)

On this 3rd day of ~~December~~ January 88, 1987, before me personally appeared William L. Sarakenoff to me personally known, who, being by me duly sworn, says that he is the President of XTRA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority delegated to him, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

OFFICIAL SEAL
SUZANNE COMMON
NOTARY PUBLIC CALIFORNIA
SAN MATEO COUNTY
My comm. expires JUN 14, 1989

Suzanne Common
Notary Public

[Notarial Seal]

My commission expires: June 14, 1989

STATE OF Kansas)
) ss.:
COUNTY OF Johnson)

On this 21 day of ~~December~~ January, 1988, before me personally appeared Edward L Bauer to me personally known, who, being by me duly sworn, says that he is System CMO of Burlington Northern Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority delegated to him, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lee Alexander
Notary Public

[Notarial Seal]

My commission expires: 11/30/91

LEE ALEXANDER
NOTARY
PUBLIC
STATE OF KANSAS

ADDITIONAL TERMS AND CONDITIONS

1. **RECEIPT OF XTRA EQUIPMENT** in good repair and working condition is acknowledged by User upon acceptance of delivery and execution of the applicable acceptance certificate/equipment inspection report by User or User's agent. User shall have the right to reject particular units of Equipment but only after a joint inspection by User and XTRA. Units rejected by User after such a joint inspection shall be returned to XTRA at User's expense within six (6) months of January 1, 1988, or within six (6) months of the date of delivery of such unit, whichever occurs later, and payments by User for each such returned unit shall cease as of the date of its return. XTRA shall have the right to substitute another unit of Equipment of similar specifications for any rejected unit.

2. **USE CHARGES** payable by User for each calendar day (including Saturdays, Sundays and holidays) during which Equipment is in the possession or control of User shall commence on the date of delivery to or pickup by User or its agent and shall continue until such Equipment is redelivered to XTRA at the required location, or until payment is made of the settlement value as provided herein. The specific units of Equipment covered by this Agreement, the dates of delivery and the dates of termination shall be as set forth on XTRA's monthly invoices, which are incorporated herein by reference.

3. **CONDITION OF EQUIPMENT** shall be maintained by User by operating the Equipment in a reasonable manner so as to avoid any undue wear or damage. User shall redeliver all Equipment to XTRA in the same condition as when received, normal wear and tear excepted. User shall not remove, obscure, obliterate or otherwise alter any marks of identification on the Equipment without XTRA's prior written consent. Upon termination, all marks of identification or logos applied to the Equipment by or for User shall be removed and the surface restored at User's expense. In case of total loss by destruction, damage beyond economic repair, confiscation, fire, theft, or any other total casualty, User shall pay XTRA the settlement value of such Equipment as provided herein. With respect to any Equipment redelivered to XTRA in a damaged condition, as defined by "Handling Line Responsibility" Rule 95 of the Field Manual of the AAR Interchange Rules, User shall be liable to XTRA for the full cost of any such repairs, including any necessary transportation charges.

4. **NO WARRANTY, EXPRESS OR IMPLIED,** IS MADE BY XTRA OF THE QUALITY OF DESIGN OR MANUFACTURE OF THE EQUIPMENT. User acknowledges that it inspected the Equipment when received and hereby waives any and all claims against XTRA for any damages or injuries to any person or property (including cargo loss) from whatever cause in connection with the use, possession or control of the Equipment by User.

5. **USER HEREBY AGREES TO INDEMNIFY** XTRA and hold XTRA, its employees, officers and agents, harmless from and against any and all loss or liability (including reasonable attorneys' fees) arising out of or incident to the use, possession or control of the Equipment by User; provided however, User shall not be required to indemnify XTRA for any loss or liability directly caused by or directly resulting from maintenance or repairs performed by XTRA.

6. **INSURANCE** covering the Equipment shall be maintained by User, at User's expense, in such form and in such amounts as are customary in the industry, and shall include: (a) all risk insurance covering physical loss of or damage to the Equipment from any cause whatsoever; and (b) broad form liability insurance to cover third party bodily injury and property damage including, without limitation, cargo loss and automobile liability insurance. Any and all deductibles under the terms of the foregoing insurance shall be for User's account.

Policies of insurance required under this Section 6 shall be valid and enforceable policies issued by insurers of recognized responsibility and reasonably acceptable to XTRA. The insurance requirements of this Section 6 may also be satisified in whole or in part by a self-insurance program maintained by User which is reasonably acceptable to XTRA.

7. **ALL LAWS, RULES AND REGULATIONS,** whether governmental or otherwise, applicable to the use, possession or control of the Equipment by User, including without limitation the AAR Interchange Rules and the AAR Code of Rules, shall be complied with by User at User's expense, except to the extent such compliance may be specifically modified or amended by this Agreement.

8. **ALL TAXES, ASSESSMENTS**, penalties or other charges, including without limitation all switching, demurrage, property or ad valorem taxes, directly arising out of or directly incident to the use, possession or control of the Equipment by User prior to its return to XTRA shall be the responsibility of User.

9. **NO ASSIGNMENT** by User of any interest or subletting of any of the Equipment shall be permitted without the prior express written approval of XTRA. Notwithstanding the foregoing, User shall be permitted to interchange Equipment in the normal course of its business to connecting carriers, provided however, User shall remain liable hereunder as though no such interchange had occurred.

10. **UPON BREACH** by User of any of the terms and conditions under which the Equipment may be used hereunder, or upon the bankruptcy or insolvency of User (including acquiescence in the appointment of a trustee or receiver, or commencement of any dissolution or liquidation proceeding),XTRA shall have the right, without prejudice to any other rights or remedies available hereunder, at law or in equity, to terminate this Agreement (whereupon the terms and conditions shall continue to apply to all Equipment then in the possession or control of User until its redelivery) and/or demand the immediate return of the Equipment as provided herein and/or immediately repossess the Equipment. User shall assist XTRA in any return and repossession effort and shall be liable for all reasonable expenses therefore, as well as for all unpaid use charges, all necessary Equipment repair or replacement expenses and any other damages to XTRA due to User's breach, including attorneys' fees. XTRA shall give User written notice of any alleged or claimed breach by User under this Agreement and User shall have thirty (30) days from the receipt of such notice to cure the default, comply with the term, covenant or condition as alleged or claimed, or otherwise perform under this Agreement. In the event User cures its default within said thirty (30) day period, User shall not be deemed to have been in breach of the Agreement and XTRA shall not exercise any rights or remedies with regard thereto.

11. **NO WAIVER** by XTRA of any breach or default hereunder, or omission or delay by XTRA in exercising any of its rights hereunder, or course of dealing between XTRA and User shall operate as a waiver by XTRA to subsequently require full compliance with this Agreement or as a waiver of any of XTRA's rights or remedies hereunder.

12. **NO BRIBES, ILLEGAL COMMISSIONS**, or other similar type payments, whether direct or indirect, to the best of User's and XTRA's knowledge, have or will be received by any employee or agent of XTRA or User, or of their respective subsidiaries or agents, in connection with this transaction.

13. **AMENDMENTS** to this Agreement shall not be effective unless in writing and signed by an authorized representative of both parties hereto.

14. **CAPTIONS** used herein are intended only for the convenience of the parties and shall in no way affect the interpretation or construction of any provision of this Agreement.

15. **WRITTEN NOTICES** and other communications required to be given hereunder, including those required for billing purposes, may be sent, unless otherwise specifically provided, by telex or delivered by mail, postage prepaid, to the addresses set forth herein. All notices to XTRA shall be addressed to XTRA, Inc. c/o X-L-CO., Inc., Railroad Products Division, Three Oaks Plaza Building, 8 Victory Lane, Liberty, Missouri 64068. Notice will be deemed effective upon receipt. Any change of address by either party shall be communicated to the other by notice given as provided herein.

16. **THE TERM "XTRA"**, as used herein, shall mean XTRA, Inc., a Maine corporation and/or XTRA Leasing, Inc., a Delaware corporation and a wholly owned subsidiary of XTRA, Inc., as applicable, depending upon which entity holds the Equipment used hereunder.

17. **THE CONFIDENTIALITY** of this Agreement shall be strictly maintained by both User and XTRA and the terms and conditions hereof, including without limitation the use charges applicable hereunder, shall not be released or revealed to any third party.

18. This Agreement shall cancel and supercede any prior agreements, understandings and arrangements, written or oral, regarding the Equipment as of the Effective Date hereof.

EXHIBIT A
EQUIPMENT DESCRIPTION/USE CHARGE SCHEDULE

Equipment Type and Description

One Thousand and Four (1004) C113 Type
Jumbo Covered Hopper Railcars (4,750 cubic foot, 100 ton capacity)
All Equipment will bear the "CFWR" reporting mark.

[For Unit Numbers
See Attached Schedule]

Use Charge/Per Unit/Per Month

Three Hundred and Twelve Dollars
($312.00)

All accounting for off-line per diem and mileage will be done by XTRA and all such off-line earnings generated by the Equipment will be collected by XTRA and credited to User's account on a monthly basis as the same are received. XTRA represents that it has the right to use the Caney, Fork & Western Railroad ("CFWR") reporting mark on the Equipment and the right to collect the off-line earnings with respect to the Equipment and to remit the same to User.

UNIT NUMBER SCHEDULE

*MARK.	UNIT	MARK.	UNIT	MARK.	UNIT	MARK.	UNIT	MARK.	UNIT	MARK.	UNIT
CFWR	047004	CFWR	047005	CFWR	047006	CFWR	047007	CFWR	047008	CFWR	047009
CFWR	047010	CFWR	047013	CFWR	047016	CFWR	047017	CFWR	047019	CFWR	047021
CFWR	047022	CFWR	047025	CFWR	047026	CFWR	047028	CFWR	047030	CFWR	047032
CFWR	047036	CFWR	047037	CFWR	047038	CFWR	047039	CFWR	047040	CFWR	047041
CFWR	047043	CFWR	047044	CFWR	047049	CFWR	047053	CFWR	047054	CFWR	047056
CFWR	047059	CFWR	047061	CFWR	047065	CFWR	047066	CFWR	047070	CFWR	047074
CFWR	047075	CFWR	047077	CFWR	047080	CFWR	047081	CFWR	047084	CFWR	047088
CFWR	047089	CFWR	047090	CFWR	047091	CFWR	047094	CFWR	047097	CFWR	047098
CFWR	047099	CFWR	047100	CFWR	047101	CFWR	047102	CFWR	047103	CFWR	047104
CFWR	047110	CFWR	047113	CFWR	047115	CFWR	047116	CFWR	047120	CFWR	047125
CFWR	047126	CFWR	047127	CFWR	047128	CFWR	047129	CFWR	047133	CFWR	047135
CFWR	047142	CFWR	047144	CFWR	047145	CFWR	047148	CFWR	047151	CFWR	047153
CFWR	047155	CFWR	047157	CFWR	047158	CFWR	047160	CFWR	047162	CFWR	047164
CFWR	047165	CFWR	047167	CFWR	047168	CFWR	047174	CFWR	047175	CFWR	047176
CFWR	047180	CFWR	047182	CFWR	047184	CFWR	047185	CFWR	047188	CFWR	047189
CFWR	047190	CFWR	047192	CFWR	047194	CFWR	047197	CFWR	047199	CFWR	047202
CFWR	047204	CFWR	047205	CFWR	047206	CFWR	047208	CFWR	047213	CFWR	047215
CFWR	047216	CFWR	047217	CFWR	047218	CFWR	047219	CFWR	047220	CFWR	047223
CFWR	047224	CFWR	047226	CFWR	047227	CFWR	047229	CFWR	047230	CFWR	047236
CFWR	047240	CFWR	047241	CFWR	047243	CFWR	047248	CFWR	047251	CFWR	047253
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CFWR	047271	CFWR	047275	CFWR	047276	CFWR	047283	CFWR	047285	CFWR	047286
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CFWR	075843	CFWR	075844	CFWR	075846	CFWR	075847	CFWR	075848	CFWR	075849
CFWR	075850	CFWR	075851	CFWR	075853	CFWR	075855	CFWR	075856	CFWR	075859
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