

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX  
RCA 233663  
WUD 125547  
WUI 620976

MAURICE T. MOORE  
WILLIAM B. MARSHALL  
RALPH L. McAFEE  
ROYALL VICTOR  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG

JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
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PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
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JOSEPH A. MULLINS  
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ROSWELL L. GILPATRICK  
L. R. BRESLIN, JR.  
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ALLEN H. MERRILL

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
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TELEX: 290830

33 THROMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX: 8814901

CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

MAY 15 RECEIVED  
I. C. C.  
FEE OPERATION BR 1 22 PM '80

No. 9223-B  
Date MAY 15 1980 RECORDATION NO. 9223-B Filed 1425

Fee \$ 10.00 MAY 15 1980 - 1 22 PM

ICC Washington, D.C. INTERSTATE COMMERCE COMMISSION

May 14, 1980

Amendment Agreement Dated as of May 1, 1980  
Amending Lease Filed under Recordation No. 9223-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Burlington Northern Inc. for filing and recordation counterparts of the following document:

Amendment Agreement dated as of May 1, 1980, among Burlington Northern Inc., as Lessee, First National Bank and Trust Company of Evanston, as Owner-Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

The Amendment Agreement amends a Lease of Railroad Equipment, dated as of December 15, 1977, previously filed and recorded with the Interstate Commerce Commission on February 2, 1978, at 11:05 a.m., Recordation Number 9223-B. X

The Amendment Agreement amends the Lease to increase the rental payment amounts, and to show the re-calculation of the Casualty Values and the adjustments to be made to the Casualty Values during the Investment Tax Credit recapture period.

*Handwritten signature: Kuman Horton*

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

5/15/80

OFFICE OF THE SECRETARY

**Laurance V. Goodrich**  
**Cravath, Swaine & Moore**  
**One Chase Manhattan Plaza**  
**New York, N.Y. 10005**

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 **5/15/80** at **1:30pm**, and assigned re-  
recording number (s). **9223-D**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

RECORDATION NO. 9223-2 Filed 1425

MAY 15 1980 - 1 50 PM

[CS&M Ref. 3750-016]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of May 1, 1980, between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, not individually but solely in its capacity as Trustee ("Owner-Trustee") under Trust Agreement dated as of December 15, 1977, with Northwestern National Bank of Minneapolis, First National Bank of Denver and Republic National Leasing Corporation (collectively "Owners"), BURLINGTON NORTHERN INC. ("Lessee"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Owner-Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of December 15, 1977 ("Lease");

WHEREAS the Owner-Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of December 15, 1977 ("Lease Assignment");

WHEREAS the Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 2, 1978, at 11:05 a.m. and were assigned recordation numbers 9223-B and 9223-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on February 2, 1978, at 3:25 p.m.; and

WHEREAS the parties hereto desire to amend the Lease, as required by § 3.1(3) thereof, to increase the rental payment amounts, and to show the recalculation of the Casualty Values and the adjustments to be made to the Casualty Values during the Investment Tax Credit recapture period.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The table shown in the second paragraph of § 7.5 to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix B to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
3. Appendix C to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 18 of the Lease.

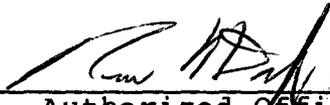
6. Except as amended hereby, the Lease and Lease Assignment shall remain in full force and effect.

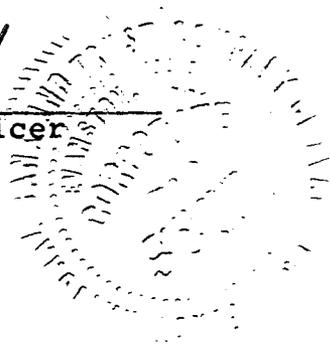
7. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, as Owner-Trustee as aforesaid,

by

  
\_\_\_\_\_  
Authorized Officer



[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Authorized Officer

BURLINGTON NORTHERN INC.,

by

\_\_\_\_\_  
Vice President and Treasurer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

Assistant Vice President

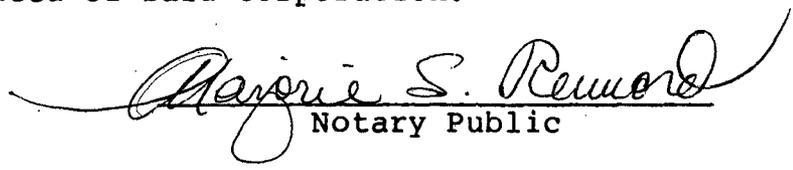
[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 13<sup>th</sup> day of May 1980, before me personally appeared BRUCE N. DUFF, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, 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 ~~My commission expires~~ January 3, 1982 ]

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

On this \_\_\_\_\_ day of May 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.

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

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this            day of May 1980, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an 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.

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

[Notarial Seal]

My Commission expires

EXHIBIT A

Anniversary  
of the date  
of the  
Certificate  
of Acceptance

Percentage  
of Purchase  
Price to  
be Added

Third  
Fifth  
Seventh

20.3791%  
13.5861%  
6.7930%

## APPENDIX B TO LEASE

Schedule A Units

<u>Rental Payments</u>	<u>Percentage of Purchase Price*</u>
Basic Lease Rate for Semiannual Rental Payments:	
1. January 10, 1979	2.668303
2. July 10, 1979	4.557896
3. January 10, 1980	2.587591
4. July 10, 1980	4.638608
5. January 10, 1981	2.500017
6. July 10, 1981	4.726182
7. January 10, 1982	2.404999
8. July 10, 1982	4.821200
9. January 10, 1983	2.301905
10. July 10, 1983	4.924294
11. January 10, 1984	2.190048
12. July 10, 1984	5.036151
13. January 10, 1985	2.068683
14. July 10, 1985	5.157516
15. January 10, 1986	1.937003
16. July 10, 1986	5.289196
17. January 10, 1987	1.794129
18. July 10, 1987	7.037223
19. January 10, 1988	1.570892
20. July 10, 1988	7.260459
21. January 10, 1989	1.328680
22. July 10, 1989	7.502672
23. January 10, 1990	1.065879
24. July 10, 1990	7.765472
25. January 10, 1991	.780742
26. July 10, 1991	8.050610
27. January 10, 1992	.471367
28. July 10, 1992	8.359985
29. January 10, 1993	.135695
30. July 10, 1993	8.695656
31. January 10, 1994	.130550
32. July 10, 1994	8.818297

---

\* As defined in the Security Documentation.

## APPENDIX C TO LEASE

Schedule A Units

<u>Casualty Payment Dates</u>	<u>Percentage of Purchase Price*</u>
January 10, 1979	88.815070
July 10, 1979	89.199700
January 10, 1980	90.427144
July 10, 1980	88.819414
January 10, 1981	90.256024
July 10, 1981	88.801333
January 10, 1982	89.229102
July 10, 1982	87.346956
January 10, 1983	88.129945
July 10, 1983	85.795912
January 10, 1984	85.598041
July 10, 1984	82.847650
January 10, 1985	83.172596
July 10, 1985	80.180705
January 10, 1986	79.758185
July 10, 1986	76.513265
January 10, 1987	76.714476
July 10, 1987	71.589861
January 10, 1988	71.644096
July 10, 1988	66.085458
January 10, 1989	66.070267
July 10, 1989	60.040713
January 10, 1990	59.957242
July 10, 1990	53.446231
January 10, 1991	53.444030
July 10, 1991	46.623680
January 10, 1992	46.978492
July 10, 1992	39.795215
January 10, 1993	40.424407
July 10, 1993	33.034648
January 10, 1994	33.814454
July 10, 1994 and thereafter	26.000000

---

\* As defined in the Security Documentation.

AMENDMENT AGREEMENT dated as of May 1, 1980, between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, not individually but solely in its capacity as Trustee ("Owner-Trustee") under Trust Agreement dated as of December 15, 1977, with Northwestern National Bank of Minneapolis, First National Bank of Denver and Republic National Leasing Corporation (collectively "Owners"), BURLINGTON NORTHERN INC. ("Lessee"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Owner-Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of December 15, 1977 ("Lease");

WHEREAS the Owner-Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of December 15, 1977 ("Lease Assignment");

WHEREAS the Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 2, 1978, at 11:05 a.m. and were assigned recordation numbers 9223-B and 9223-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on February 2, 1978, at 3:25 p.m.; and

WHEREAS the parties hereto desire to amend the Lease, as required by § 3.1(3) thereof, to increase the rental payment amounts, and to show the recalculation of the Casualty Values and the adjustments to be made to the Casualty Values during the Investment Tax Credit recapture period.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The table shown in the second paragraph of § 7.5 to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix B to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
3. Appendix C to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 18 of the Lease.

6. Except as amended hereby, the Lease and Lease Assignment shall remain in full force and effect.

7. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

FIRST NATIONAL BANK AND TRUST  
COMPANY OF EVANSTON, as Owner-  
Trustee as aforesaid,

by

[Corporate Seal]

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

BURLINGTON NORTHERN INC.,

by

[Corporate Seal]

*R. C. Burley*  
Vice President and Treasurer

Attest:

*D. K. North*  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this \_\_\_\_\_ day of May 1980, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, 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 <sup>12<sup>th</sup></sup> day of May 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. DAHEDL  
NOTARY PUBLIC - MINNESOTA  
RAMSEY COUNTY  
My Commission Expires Oct. 30, 1985.  
~~~~~  
[Notarial Seal]

\_\_\_\_\_  
*J. J. Dahedl*  
Notary Public

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
 CITY OF BALTIMORE, )

On this            day of May 1980, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an 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.

---

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

Anniversary  
of the date  
of the  
Certificate  
of Acceptance

Percentage  
of Purchase  
Price to  
be Added

Third  
Fifth  
Seventh

20.3791%  
13.5861%  
6.7930%

## APPENDIX B TO LEASE

Schedule A Units

<u>Rental Payments</u>	<u>Percentage of Purchase Price*</u>
Basic Lease Rate for Semiannual Rental Payments:	
1. January 10, 1979	2.668303
2. July 10, 1979	4.557896
3. January 10, 1980	2.587591
4. July 10, 1980	4.638608
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9. January 10, 1983	2.301905
10. July 10, 1983	4.924294
11. January 10, 1984	2.190048
12. July 10, 1984	5.036151
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\* As defined in the Security Documentation.

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\* As defined in the Security Documentation.

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WHEREAS the Owner-Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of December 15, 1977 ("Lease");

WHEREAS the Owner-Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of December 15, 1977 ("Lease Assignment");

WHEREAS the Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 2, 1978, at 11:05 a.m. and were assigned recordation numbers 9223-B and 9223-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on February 2, 1978, at 3:25 p.m.; and

WHEREAS the parties hereto desire to amend the Lease, as required by § 3.1(3) thereof, to increase the rental payment amounts, and to show the recalculation of the Casualty Values and the adjustments to be made to the Casualty Values during the Investment Tax Credit recapture period.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The table shown in the second paragraph of § 7.5 to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix B to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
3. Appendix C to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 18 of the Lease.

6. Except as amended hereby, the Lease and Lease Assignment shall remain in full force and effect.

7. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

FIRST NATIONAL BANK AND TRUST  
COMPANY OF EVANSTON, as Owner-  
Trustee as aforesaid,

by

[Corporate Seal]

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

BURLINGTON NORTHERN INC.,

by

[Corporate Seal]

\_\_\_\_\_  
Vice President and Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

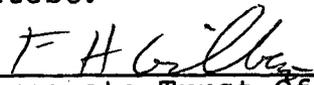
MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

  
Assistant Vice President

[Corporate Seal]

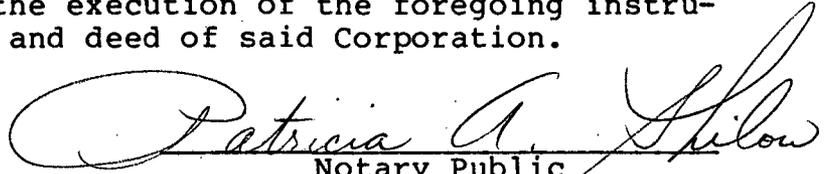
Attest:

  
Corporate Trust Officer



STATE OF MARYLAND,)
   
                           ) ss.:
   
 CITY OF BALTIMORE,)

On this <sup>8th</sup> day of May 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an 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.

  
 Notary Public

[Notarial Seal]

My Commission expires 7-1-82

EXHIBIT A

Anniversary  
of the date  
of the  
Certificate  
of Acceptance

Percentage  
of Purchase  
Price to  
be Added

Third  
Fifth  
Seventh

20.3791%  
13.5861%  
6.7930%

## APPENDIX B TO LEASE

Schedule A Units

<u>Rental Payments</u>	<u>Percentage of Purchase Price*</u>
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25. January 10, 1991	.780742
26. July 10, 1991	8.050610
27. January 10, 1992	.471367
28. July 10, 1992	8.359985
29. January 10, 1993	.135695
30. July 10, 1993	8.695656
31. January 10, 1994	.130550
32. July 10, 1994	8.818297

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\* As defined in the Security Documentation.

## APPENDIX C TO LEASE

Schedule A Units

<u>Casualty Payment Dates</u>	<u>Percentage of Purchase Price*</u>
January 10, 1979	88.815070
July 10, 1979	89.199700
January 10, 1980	90.427144
July 10, 1980	88.819414
January 10, 1981	90.256024
July 10, 1981	88.801333
January 10, 1982	89.229102
July 10, 1982	87.346956
January 10, 1983	88.129945
July 10, 1983	85.795912
January 10, 1984	85.598041
July 10, 1984	82.847650
January 10, 1985	83.172596
July 10, 1985	80.180705
January 10, 1986	79.758185
July 10, 1986	76.513265
January 10, 1987	76.714476
July 10, 1987	71.589861
January 10, 1988	71.644096
July 10, 1988	66.085458
January 10, 1989	66.070267
July 10, 1989	60.040713
January 10, 1990	59.957242
July 10, 1990	53.446231
January 10, 1991	53.444030
July 10, 1991	46.623680
January 10, 1992	46.978492
July 10, 1992	39.795215
January 10, 1993	40.424407
July 10, 1993	33.034648
January 10, 1994	33.814454
July 10, 1994 and thereafter	26.000000

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\* As defined in the Security Documentation.