

\$32.00

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(312)

INTERSTATE COMMERCE COMMISSION

18303

1993

June 29, 1993

3-188A062
18303-A

INTERSTATE COMMERCE COMMISSION

JUL 7 12 19 PM '93
MOTOR OPERATING UNIT

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Room 2303
12th & Constitution
Washington, D.C. 20423

Attn: Mildred R. Lee/
DOCUMENTS FOR RECORDATION

Re: Primary Document

Dear Mr. Strickland:

I am an attorney representing a party to the enclosed documents. I have enclosed originals and certified copies of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code and the regulations adopted thereto.

1. The first document is a Master Railcar Lease Agreement, a primary document, dated May 28, 1993.

The names and interests of the parties to the document are as follows:

Lessor: The CIT Group/Equipment Financing Inc.
1211 Avenue of the Americas
New York, NY 10036

Lessee: Burlington Northern Railroad Company
3200 Continental Plaza
777 Main Street
Fort Worth, TX 76102.

Sidney L. Strickland, Jr.

June 29, 1993

2. Also enclosed is a second document, to be filed as a secondary document. The primary document to which it relates is filed herewith. The document is:

Supplement and Acceptance Certificate No. 1, dated May 28, 1993.

The names and addresses of the parties to this document are as follows:

Lessor: The CIT Group/Equipment Financing Inc.
1211 Avenue of the Americas
New York, NY 10036

Lessee: Burlington Northern Railroad Company
3200 Continental Plaza
777 Main Street
Fort Worth, TX 76102.

The equipment covered by these documents is comprised of 115, 100 ton aluminum quick dump coal hopper cars with rotary cupler and 3,870 cubic foot capacity, bearing running marks and numbers in series MCHX 30815-31044 as more specifically provided in the document.

A fee of \$32.00 (\$16.00 for each document to be filed) is enclosed. Please return the original document and any extra copies not required by the Commission for Recordation plus the enclosed copy of this letter, each bearing your file-stamp, to:

Richard Demarest Yant
Seyfarth, Shaw, Fairweather &
Geraldson
55 East Monroe Street
Suite 4200
Chicago, IL 60603.

A short summary of the documents to appear in the index follows:

1. Master Railcar Lease Agreement between The CIT Group/Equipment Financing Inc., New York, NY ("Lessor") and Burlington Northern Railroad Company, Fort Worth, TX ("Lessee"), covering 115 aluminum open top, quick dump, coal hopper cars.

Sidney L. Strickland, Jr.

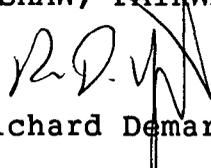
June 29, 1993

2. Supplement and Acceptance Certificate No. 1 between The CIT Group/Equipment Financing Inc., New York, NY ("Lessor") and Burlington Northern Railroad Company, Fort Worth, TX ("Lessee"), covering 115 aluminum open top, quick dump, coal hopper cars.

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By


Richard Demarest Yant

RDY/lb

Encs.

cc: Paul A. Lechner
Timothy White
Francis T. Kelly
Stacy Powell-Bennett

Interstate Commerce Commission

Washington, D.C. 20423

7/7/93

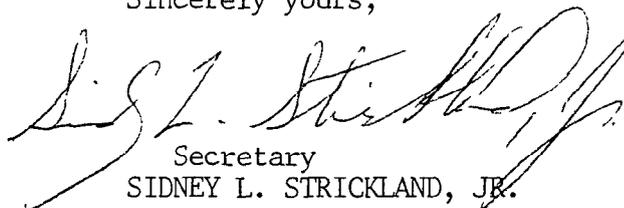
OFFICE OF THE SECRETARY

Richard Demarest Yant Seyfarth, Shaw
Fairweather & Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

Dear **Sirs:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/7/93 at 12:25PM, and assigned recordation number(s). 18303 and 18303-A.

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18303

JUL 21 1993 4:42 PM

INTERSTATE COMMERCE COMMISSION

MASTER RAILCAR LEASE AGREEMENT
BETWEEN
THE CIT GROUP/EQUIPMENT FINANCING, INC.
AND
BURLINGTON NORTHERN RAILROAD COMPANY

May 28, 1993

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Rider, Exhibits and Schedules

Rider A
Exhibit A Equipment Schedule
Exhibit B Supplement and Acceptance Certificate
 Schedule 1 Units Subject to Supplement
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MASTER RAILCAR LEASE AGREEMENT

This MASTER RAILCAR LEASE AGREEMENT, dated as of May 28, 1993 ("Lease"), is entered into by and between THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation ("Lessor"), and Burlington Northern Railroad Company, a Delaware corporation ("Lessee").

1. Lease. Pursuant to the terms and conditions of this Lease, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, those units of railroad rolling stock which are specifically described on the Equipment Schedule attached hereto as Exhibit A and which are described on any Supplement and Acceptance Certificate ("Acceptance Certificate") executed by the parties from time to time in substantially the form of Exhibit B attached hereto, together with all attachments, additions, accessories, appliances, replacement parts, substitutions and repairs attached thereto, incorporated therein or placed thereon (referred to herein collectively as the "Equipment" or individually as a "Unit").

2. Definitions.

(a) As used in this Lease, the following terms shall have the following meanings (such definitions to be equally applicable to both the singular and plural forms of the terms defined):

"AAR" shall mean the Association of American Railroads or any successor organization or agency having similar responsibilities.

"After Tax Basis" shall mean after deduction of all taxes required to be paid by the indemnitee in respect of the receipt of said indemnity amount under the laws of any federal, state or local government or taxing authority of the United States, taking into account any present and future federal and state tax benefits (such as offsets resulting from any additional deductions or credits due to increased tax liabilities to any taxing authorities) and computed using the actual corporate federal and state marginal income tax rates in effect at the applicable time; provided, if either (i) the indemnitee has a reduction in its net operating loss in its taxable year for federal, state, or local income tax purposes by reason of the receipt of such indemnity payment or (ii) a net operating loss carryforward or carryback or a tax credit (including any tax credit carryforward or carryback) is absorbed in the taxable year of the receipt of an indemnity payment that otherwise would not have been so absorbed, the amount so reduced or absorbed (hereinafter referred to in this definition as the Tax Loss or Tax Credit, as applicable), shall be deemed to be carried forward or carried back, at the option of the indemnitee and as permitted by applicable law, to the first taxable year or taxable years of the indemnitee (the "Other Tax Year(s)") to which such Tax Loss or Tax Credit would have been available to reduce the income taxes otherwise payable by the

indemnitee in such Other Tax Year(s) had the amount of such Tax Loss or Tax Credit not been absorbed by the indemnitee in such taxable year of receipt and the difference between the actual amount of income taxes (federal, state and local) paid by the indemnitee in such Other Tax Year(s) and the amount of such taxes which would have been payable by the indemnitee had the amount of such Tax Loss or Tax Credit been able to be used by the indemnitee in calculating the amount of such taxes payable in such Other Tax Year(s), shall constitute the amount to be used in computing the After Tax Basis of such payment or indemnity payable in such Other Tax Year(s).

"Basic Rent" shall be the amount of monthly rent per Unit provided in the applicable Acceptance Certificate.

"Basic Term Commencement Date" as defined in Section 3 hereof.

"Business Day" shall mean a day other than a Saturday, Sunday or legal holiday under the laws of the State of New York or the State of Texas.

"Code" shall mean the Internal Revenue Code of 1986, as it may be amended hereafter, or any comparable successor law.

"Commodity" shall mean the commodity for which use of a Unit is permitted pursuant to the applicable Acceptance Certificate.

"Default" shall mean any event or condition which after the giving of notice or lapse of time or both would become an Event of Default.

"Equipment" as defined in Section 1 hereof.

"Event of Default" as defined in Section 17 hereof.

"Event of Loss" with respect to any Unit means any of the following events: (i) a Unit shall be or become lost, stolen, destroyed, or irreparably damaged (as provided under Rule 107 of the AAR Interchange Rules), from any cause whatsoever during the Term hereof or until the Unit is returned pursuant to the Lease, or during any storage period, or (ii) use of the Unit shall be taken or requisitioned (a) by any governmental authority (other than the United States Government or any agency or instrumentality thereof) by condemnation or otherwise resulting in loss of possession by the Lessee for 180 consecutive days or (b) by the United States Government or any agency or instrumentality thereof for a period which is continuing on the last day of the Lease Term.

"FRA" shall mean the United States Department of Transportation, the Federal Railroad Administration and every other agency having jurisdiction over the condition, maintenance, repair or safety of the Equipment or of any Unit.

"ICC" shall mean Interstate Commerce Commission or any successor agency having similar jurisdiction or responsibilities.

"Indemnitee" as defined in Section 16 hereof.

"Interim Rent" shall mean, with respect to any Unit, all rent payable by the Lessee to the Lessor on the Basic Term Commencement Date relating to the Interim Term pursuant to Section 4(a) of the Lease.

"Interim Term" shall have the meaning specified in Section 3 of the Lease.

"Late Charge Rate" shall mean an interest rate per annum equal to four percent (4%) over the Prime Rate, but not to exceed the highest rate permitted by applicable law.

"Lease" and the terms "hereof", "herein," "hereto" and "hereunder," when used in this Master Railcar Lease Agreement, shall mean and include this Railcar Lease Agreement and each Acceptance Certificate, supplement and amendment hereto, as the same may from time to time be amended, modified or supplemented.

"Lease Term" or "Term" shall mean, with respect to any Unit, the term of the lease of such Unit hereunder specified in Section 3 hereof, including any Interim Term and basic term.

"Lessee" as defined in the introductory paragraph to this Lease.

"Lessor" as defined in the introductory paragraph to this Lease.

"Lessor's Lien" shall mean any mortgage, pledge, lien, security interest, charge, encumbrance, financing statement, title retention or any other right or claim of any person claiming through or under Lessor.

"Lien" shall mean any mortgage, pledge, lien, security interest, charge, encumbrance, financing statement, title retention or any other right or claim of any person, other than any Lessor's Lien.

"Loss Payment Date" shall mean, with respect to any Unit, the date on which payment, as described in Subsection 15(b) hereof, is made to Lessor by Lessee as the result of an Event of Loss with respect to such Unit. The Loss Payment Date shall be upon the next Rent Payment Date that is at least thirty (30) days after the said Event of Loss.

"Prime Rate" shall mean the rate publicly announced from time to time as the prime rate of Chemical Bank ("Chemical"); the Prime Rate shall be determined by Lessor at the close of business on the 15th day of each calendar month (if the 15th day is not a Business Day then on the first preceding Business Day) and shall become effective

as of the first day of the calendar month succeeding such determination and shall continue in effect to, and including, the last day of said calendar month. The Prime Rate is not intended to be the lowest rate of interest charged by Chemical in connection with extensions of credit to debtors.

"Rent Payment Date" shall mean each date on which an installment of rent is due and payable pursuant to Section 4 hereof.

"Stipulated Loss Value" shall mean, with respect to any Unit, the amount set forth on Schedule 2 to the applicable Acceptance Certificate opposite the applicable Rent Payment Date (provided, that for purposes of Subsection 15(b) hereof, any determination of Stipulated Loss Value as of a date occurring after the Final Rent Payment Date with respect to such Unit shall be as of such Final Rent Payment Date).

"Tax Benefits" shall mean such depreciation deductions to the maximum extent such would be available to Lessor under applicable federal, state, or local law if Lessee is in compliance with Section 7(j) hereof.

(b) All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles.

3. **Term.** The interim term of the lease of each Unit hereunder (the "Interim Term") shall mean the period commencing on the date of delivery and acceptance for such Unit as reflected on the Acceptance Certificate, being the date on which the lease of such Unit to Lessee commences, and continuing to and including the day immediately preceding the Basic Term Commencement Date. The basic term of the lease of each Unit hereunder shall mean the period commencing on and including the Basic Term Commencement Date specified in the Acceptance Certificate pertaining thereto (the "Basic Term Commencement Date") and, unless earlier terminated pursuant to the provisions hereof, shall continue for the term provided in such Acceptance Certificate.

4. **Rent; Unconditional Obligations.** Payments of rent with respect to the Equipment leased hereunder shall be payable to Lessor or at such address as Lessor may designate.

(a) The Lessee shall pay to Lessor for each Unit leased hereunder, as Interim Rent, in one installment due on the Basic Term Commencement Date, an amount equal to the monthly Rent provided in the applicable Acceptance Certificate multiplied by the number of days in the Interim Term, divided by 30.

(b) Unless otherwise provided in an Acceptance Certificate, Lessee shall pay to Lessor rent for each Unit leased hereunder, as

Basic Rent, in consecutive monthly installments payable in advance, with the first installment of rent with respect to such Unit of Equipment being due on the Basic Term Commencement Date, and succeeding installments being due on the first day of each calendar month thereafter.

(c) Lessee shall also pay to Lessor, on demand, interest at the Late Charge Rate on any installment of rent and on any other amount owing hereunder which is not paid when due, for any period for which the same shall be overdue. Each payment made under this Lease shall be applied first to the payment of interest then owing and then to rent or other amounts owing hereunder. Interest shall be computed on the basis of a 360-day year and actual days elapsed.

(d) This Lease is a net lease and Lessee's obligation to pay all rent and other amounts payable hereunder shall, subject to fulfillment of the provisions of Section 25, be ABSOLUTE AND UNCONDITIONAL under any and all circumstances of any character including, without limitation, any abatement of rent or setoff (except for failure to fulfill Section 25) against rent; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of, any damage to or loss or destruction of, or requisitioning of any Unit, by condemnation or otherwise, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rent and other amounts payable by Lessee hereunder shall continue to be payable in all events (subject to fulfillment of the provisions of Section 25), unless the obligation to pay the same shall be terminated in accordance with the terms of this Lease. To the extent permitted by applicable law, Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender its Lease with respect to any Unit, except in accordance with the express terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except as specifically provided herein, Lessee nonetheless agrees, subject to fulfillment of the provisions of Section 25, to the maximum extent permitted by law, to pay to Lessor an amount equal to each installment of rent due and owing, at the time such payment would have become due and payable in accordance with the terms hereof had this Lease not been terminated in whole or in part. Nothing contained herein shall be construed to waive any claim which Lessee might have under this Lease or otherwise or to limit the right of Lessee to make any claim it might have against Lessor or any other person or to pursue such claim in such manner as Lessee shall deem appropriate.

5. Disclaimer: Assignment of Warranties.

(a) LESSOR NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE AND LESSEE HEREBY EXPRESSLY WAIVES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT, INCLUDING, WITHOUT

LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT OWNERSHIP OR INFRINGEMENT OR AS TO ANY OTHER MATTER RELATING TO THE EQUIPMENT OR ANY PART THEREOF.

LESSEE CONFIRMS THAT IT HAS SELECTED THE EQUIPMENT AND EACH PART THEREOF ON THE BASIS OF ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES MADE BY LESSOR, AND LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MERCHANT WITH RESPECT TO THE EQUIPMENT AND IS NOT A MANUFACTURER OF ANY PART OF THE EQUIPMENT.

NEITHER LESSOR NOR LESSEE MAKES NOR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE ACCOUNTING TREATMENT TO BE ACCORDED TO THE TRANSACTIONS CONTEMPLATED BY THIS LEASE OR AS TO ANY TAX CONSEQUENCES AND/OR TAX TREATMENT THEREOF EXCEPT AS EXPRESSLY PROVIDED HEREIN.

(b) Lessor hereby assigns to Lessee such rights as Lessor may have (to the extent Lessor may validly assign such rights) under all manufacturers' and suppliers' warranties with respect to the Equipment; provided, however, that the foregoing rights shall automatically revert to Lessor upon the occurrence and during the continuance of any Event of Default hereunder, or upon the return of the Equipment to Lessor. Lessee agrees to settle all claims with respect to the Equipment directly with the manufacturers or suppliers thereof, and to give Lessor prompt notice of any such settlement and the details of such settlement.

6. Return; Storage.

(a) Return. Lessee shall, upon the expiration of the Lease Term of each Unit, return such Unit to Lessor at such location on the rail lines of Lessee and its affiliates as Lessor shall reasonably designate in writing to Lessee at least thirty (30) days prior to the end of the Lease Term. Until a Unit is returned to Lessor pursuant to the provisions of this Section in the condition required herein, all of the provisions of this Lease shall continue in full force and effect except that, beginning thirty (30) days after such expiration or termination, rent shall accrue at 150% of the rate effective prior to such expiration. Lessee shall pay all the costs and expenses in connection with or incidental to the return of the Equipment as required herein, including, without limitation, the cost of assembling, and transporting the Equipment. At the time of such return, the Equipment shall be (i) in the condition and repair required to be maintained by Section 11 hereof, (ii) reasonably free of all accumulations or residues and (iii) free and clear of all Liens.

(b) Storage. On or before the expiration of the Lease Term with respect to any Unit, Lessee shall cause such Units to be moved, at its own expense and risk, onto storage facilities on the lines of the Lessee or an affiliate, at such locations as Lessor shall specify in writing at least thirty (30) days prior to such date. Lessor shall use reasonable discretion in designating such storage locations considering such factors as storage capacity, security, and access. If Lessor does not so specify such storage locations, Lessee will choose a location and will notify Lessor of such location. Lessee shall provide for storage, at no cost to Lessor for a period of sixty (60) days after the latest of the end of the Lease Term or return of fifty percent (50%) of the Units; provided that Lessor will provide free storage for at least sixty (60) days for each Unit. During or after such period of storage, Lessee will provide one free movement of each Unit to such point of interchange on the lines of Lessee and its affiliates as designated by Lessor. The assembling, delivery, storage and transporting of the Equipment as herein provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee so to cause the assembling, delivery, storage and transporting of the Equipment. Nothing contemplated by this Section, including payment of rent or hold-over rent, shall be deemed to relieve Lessee from its obligations to Lessor to deliver and store the Units or affect Lessor's rights and remedies with respect to such obligation. Upon expiration of the Lease Term with respect to any Unit, return of such Unit as required herein and compliance by Lessee with all the terms of this Lease with respect to such Unit, the obligations of Lessee with respect to such Unit, including the obligation to pay rent thereon shall terminate except to the extent expressly provided in this Lease.

7. Representations and Warranties. In order to induce Lessor to enter into this Lease and to lease the Equipment to Lessee hereunder, Lessee represents, warrants and covenants that:

(a) Organization. Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Power and Authority. Lessee has full power, authority and legal right to execute, deliver and perform this Lease, and the execution, delivery and performance hereof has been duly authorized by all necessary corporate action of Lessee.

(c) Enforceability. This Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.

(d) Consents and Permits. The execution, delivery and performance of this Lease does not require any stockholder approval or approval or consent of any trustee or holders of any indebtedness or obligations of Lessee, and will not contravene any law,

regulation, judgment or decree applicable to Lessee, or the certificate of incorporation or bylaws of Lessee, or contravene the provisions of, or constitute a default under, or result in the creation of any Lien upon any property of Lessee under any mortgage, instrument or other agreement to which Lessee is a party or by which Lessee or its assets may be bound or affected; and no authorization, approval, license, filing or registration with any court or governmental agency or instrumentality is necessary in connection with the execution, delivery, performance, validity and enforceability of this Lease.

(e) No Defaults. Lessee is not in default, and no event or condition exists which after the giving of notice or lapse of time or both would constitute an event of default, under any mortgage, indenture, contract, agreement, judgment or other undertaking to which Lessee is a party or which purports to be binding upon Lessee or upon any of the assets of Lessee, except for any such default, event or condition which, individually or in the aggregate, would not affect Lessee's ability to perform its obligations under this Lease or any such mortgage, indenture, contract, agreement, judgment or other undertaking.

(f) [Intentionally Omitted]

(g) No Litigation. There is no action, suit, investigation or proceeding by or before any court, arbitrator, administrative agency or other governmental authority pending or, to the knowledge of Lessee, threatened against Lessee (A) which involves the Equipment or the transactions contemplated by this Lease; or (B) which, if adversely determined, could have a material adverse effect on the financial condition, business or operations of Lessee.

(h) Financial Condition. The financial statements of Lessee heretofore furnished to Lessor are complete and correct and fairly present the financial condition of Lessee and the results of its operations for the respective periods covered thereby; and since the date thereof, there has been no material adverse change in such financial condition or operations.

(i) Chief Executive Office; Name Change; Trade Styles. Lessee's chief executive office is located at 777 Main Street, Fort Worth, Texas. Lessee has not changed its name in the last five (5) years.

(j) Non-Permitted Use. Throughout the Lease Term, the use of the Units by Lessee will not cause, and the use by third parties will not cause, any Unit either to constitute "tax-exempt use property" within the meaning of § 168(h) of the Code or any successor provision or to be deemed to be used "predominantly outside the United States" within the meaning of § 168(g)(4) of the Code or any successor provision.

8. Liens. Lessee, at its own expense, will promptly pay or cause to be paid, or otherwise satisfy and discharge, any and all sums claimed by any party by, through or under Lessee or its successors or assigns or as a result of the use, operation, maintenance or condition of any Unit during the Term which, if unpaid, might become a Lien upon any Unit, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner, and so long as such delay in payment or discharge will not materially adversely affect Lessor or Lessor's interest in such Unit.

9. Insurance.

(a) As part of an insurance program including risk retention and self-insurance, Lessee will, at all times prior to the return of all of the Units to Lessor, at its own expense, cause to be carried and maintained (i) property damage insurance in respect of such Units at the time subject hereto and (ii) general liability insurance (covering bodily injury, property damage, pollution exposures (limited to sudden and accidental spills only)), and Lessee will continue to carry such insurance in such amounts and for such risks and with such insurance companies and subject to such self-insurance as deemed appropriate by Lessee, but in any event not less comprehensive in amounts and against risks customarily insured against by Lessee in respect of equipment owned or leased by it similar in type to the Equipment and consistent with prudent Class I railroad industry standards (if any) at such time.

(b) Lessee shall annually furnish Lessor with a certificate signed by an officer of the Lessee showing the insurance then maintained by Lessee and that all premiums thereon have been paid.

10. Taxes.

(a) Lessee agrees to indemnify Lessor on an After Tax Basis, and hold Lessor harmless against and to assume responsibility for the timely payment of, and filing of all reports due (in Lessee's name where legally permitted to do so) with respect to all taxes, levies, assessments, and other governmental charges or withholdings of any nature levied or assessed, together with interest and penalties imposed thereon, upon, with respect to, or in respect of the Units, or the use of the Units under the terms hereof, including but not limited to any ad valorem or property taxes, all license or registration fees, tariffs, switching, demurrage, and any sales or use taxes, payable directly on account of the leasing or use of the Units by Lessee or any person or entity having authority from Lessee (exclusive, however, of any U.S. Federal, state or local tax on, based on, measured by, or with respect to net income, capital, franchises, excess profits or conduct of business of Lessor), provided, however, Lessee will be under no obligation to pay any such taxes or other charges so long as Lessee in good faith (i) by

appropriate legal or administrative proceedings contests the validity or amount thereof with respect to assessments on returns filed in Lessee's name or (ii) with respect to assessments on returns filed in Lessor's name, requests that Lessor contest, at Lessee's cost, the validity of the amount thereof and Lessor consents to such request (which consent shall not be unreasonably withheld). In the event Lessee claims exemption from any such taxes, then the Lessee shall, within 30 days of the date herein, execute and deliver to the Lessor an exemption certificate or similar document for applicable jurisdictions where required. Any such contest will only permit deferral of payment or nonpayment by the Lessee if such contest does not adversely affect the title, property or rights of Lessor in or to any Unit, and there shall be no substantial risk of forfeiture or foreclosure as a result of such nonpayment or deferral. Upon written request by Lessor, Lessee will promptly forward to Lessor a copy of all such requested reports filed pursuant to this Section 10(a).

(b) If as a direct result of a breach of Section 7(j) hereof relating to any Unit, (x) Lessor shall determine that Lessor is not entitled to claim on any federal, state or local income tax return all or any portion of the Tax Benefits with respect to any Unit, or (y) any Tax Benefit claimed on any federal, state, or local income tax return of Lessor is disallowed, delayed or adjusted by any Federal, state or local agency or taxing authority, (any such determination, disallowance, delay or adjustment being herein called a "Loss") then Lessee shall pay to Lessor a sum equal to (i) the Tax Benefits so lost by Lessor as reasonably determined by the Lessor multiplied by the highest marginal statutory rates in effect for the taxable year of the Tax Benefit lost, together with any related interest and penalties, plus (ii) an amount necessary to cause Lessor's receipt of such to be received on an After Tax Basis. Such sum shall be payable before the later of two business days, or one business day if payment is made by wire transfer, prior to the date payment is due from Lessor to the taxing authority or ten (10) days after written notice to Lessee of such Loss, which notice shall be signed by an authorized officer of Lessor and shall state in reasonable detail the basis of such determination. If within two (2) business days after Lessor provides Lessee of a notice of Loss, Lessee raises objections to Lessor's calculations, Lessor will provide to Lessee an analysis of Lessor's calculations provided by a nationally recognized accounting firm (which may be Lessor's regular accounting or auditing firm), and Lessee shall bear all costs relating to such analysis unless such discloses that the correct indemnity payment is at least 5% less than that claimed by Lessor in its initial notice. Notwithstanding any contrary provision in this Section 10, Lessee shall be under no obligation to indemnify Lessor for the amount of any Tax Benefits lost with respect to any Unit for which Lessee has paid to Lessor the Stipulated Loss Value as set forth in Section 15 hereof. If Lessor receives any refunds of amounts as to which it has received an indemnity payment from Lessee under this Section, then Lessor shall pay to Lessee an amount equal to the lesser of the refund, together with any interest thereon

appropriate legal or administrative proceedings contests the validity or amount thereof with respect to assessments on returns filed in Lessee's name or (ii) with respect to assessments on returns filed in Lessor's name, requests that Lessor contest, at Lessee's cost, the validity of the amount thereof and Lessor consents to such request (which consent shall not be unreasonably withheld). In the event Lessee claims exemption from any such taxes, then the Lessee shall, within 30 days of the date herein, execute and deliver to the Lessor an exemption certificate or similar document for applicable jurisdictions where required. Any such contest will only permit deferral of payment or nonpayment by the Lessee if such contest does not adversely affect the title, property or rights of Lessor in or to any Unit, and there shall be no substantial risk of forfeiture or foreclosure as a result of such nonpayment or deferral. Upon written request by Lessor, Lessee will promptly forward to Lessor a copy of all such requested reports filed pursuant to this Section 10(a).

(b) If as a direct result of a breach of Section 7(j) hereof relating to any Unit, (x) Lessor shall determine that Lessor is not entitled to claim on any federal, state or local income tax return all or any portion of the Tax Benefits with respect to any Unit, or (y) any Tax Benefit claimed on any federal, state, or local income tax return of Lessor is disallowed, delayed or adjusted by any Federal, state or local agency or taxing authority, any such determination, disallowance, delay or adjustment being herein called a "Loss") then Lessee shall pay to Lessor a sum equal to (i) the Tax Benefits so lost by Lessor as reasonably determined by the Lessor multiplied by the highest marginal statutory rates in effect for the taxable year of the Tax Benefit lost, together with any related interest and penalties, plus (ii) an amount necessary to cause Lessor's receipt of such to be received on an After Tax Basis. Such sum shall be payable before the later of two business days, or one business day if payment is made by wire transfer, prior to the date payment is due from Lessor to the taxing authority or ten (10) days after written notice to Lessee of such Loss, which notice shall be signed by an authorized officer of Lessor and shall state in reasonable detail the basis of such determination. If within two (2) business days after Lessor provides Lessee of a notice of Loss, Lessee raises objections to Lessor's calculations, Lessor will provide to Lessee an analysis of Lessor's calculations provided by a nationally recognized accounting firm (which may be Lessor's regular accounting or auditing firm), and Lessee shall bear all costs relating to such analysis unless such discloses that the correct indemnity payment is at least 5% less than that claimed by Lessor in its initial notice. Notwithstanding any contrary provision in this Section 10, Lessee shall be under no obligation to indemnify Lessor for the amount of any Tax Benefits lost with respect to any Unit for which Lessee has paid to Lessor the Stipulated Loss Value as set forth in Section 15 hereof. If Lessor receives any refunds of amounts as to which it has received an indemnity payment from Lessee under this Section, then Lessor shall pay to Lessee an amount equal to the lesser of the refund, together with any interest thereon

received or credited to Lessor to the extent it relates to the indemnified loss or the amount of such indemnity payment to the extent it relates to the refund. The provisions of this Section 10 shall survive the expiration or earlier termination of this Lease.

11. Compliance with Laws; Operation and Maintenance; Additions.

(a) Lessee will comply, at its own expense, with and conform to all governmental laws, rules and regulations and AAR Interchange Rules relating to the use and operation of the Equipment. Without limitation to the generality of the foregoing, Lessee will (i) cause the Equipment to be used in compliance with all rules and regulations of AAR and FRA; (ii) will not knowingly permit any Unit to be loaded improperly or in excess of the load limit stenciled thereon; (iii) will not permit any Unit to be loaded with any commodity other than the Commodity, and in no event will any hazardous material, hazardous commodity, hazardous waste or hazardous substance be loaded in any Unit; and (iv) will not permit any Unit to be outside the continental United States at any time except for incidental use in Canada and Mexico.

(b) Lessee will, at its own expense, keep and maintain the Equipment in good repair, condition and working order and furnish all parts, replacements, mechanisms, devices and servicing required therefor so that the condition and operating efficiency thereof will at all times be maintained and preserved, ordinary wear and tear excepted. Lessee will cause each Unit to be maintained in conformance with all rules and regulations of AAR and FRA and, if mandated, modified so that it will qualify for unrestricted interchange in the United States and Canada and remain suitable for loading, transporting and unloading the Commodity. All such repairs, parts, mechanisms, devices, replacements and modifications shall immediately, without further act, become the property of Lessor and part of the Equipment. Notwithstanding the contrary provisions in this Section 11(b) if a modification is mandated that, in the reasonable estimate of Lessee, will cost in excess of \$500.00 per Unit, Lessee shall give notice of such fact promptly after learning of such mandate, which notice shall include an estimate of the cost, and Lessee may terminate the lease of the Units affected by such mandated modification, effective as of the earlier of (i) the date such Units become unuseable in interchange as a result of the mandated modification or (ii) the expiration of the Lease Term with respect to such Unit, in which event Lessee will comply with the provisions of Section 6 hereof with the exception of completion of the mandated modification.

(c) Lessee will not make or authorize any improvement, change, addition or alteration to the Equipment (i) if such improvement, change, addition or alteration will impair the originally intended function or use of the Equipment or impair the value of the Equipment as it existed immediately prior to such improvement, change, addition or alteration; (ii) unless the parts installed are in compliance with

all rules and regulations of AAR and FRA; or (iii) if any parts installed in or attached to or otherwise becoming a part of the Equipment as a result of any such improvement, change, addition or alteration shall not be readily removable without damage to the Equipment (unless such improvement is mandated by AAR, FRA or other agency or organization having jurisdiction over the Equipment). All such parts shall be and remain free and clear of any Liens except as expressly permitted herein. Any such part attached to any Unit shall, without further act, become the property of Lessor and part of the Equipment.

(d) Notwithstanding any contrary provision in this Section 11, Lessee may, prior to the expiration of the Term for any Unit, remove any part that it placed on such Unit provided that: (i) no Default exists (except that in such case Lessee may remove only end-of-train devices), (ii) such part is removed without damage to the Unit, and (iii) removal of such part will not prevent use of the Unit for transporting the Commodity in unrestricted interchange.

12. Inspection. Lessor or its representatives shall, at the sole cost and expense of Lessor, at any reasonable time during normal business hours and without interfering with Lessee's operations, have the right to enter the premises of Lessee for the purpose of inspecting the Units or Lessee's records with respect to the Units to ensure Lessee's compliance with its obligations hereunder. Lessor shall enter and occupy Lessee's property at Lessor's sole risk and shall be subject at all times to Lessee's operating and safety requirements that are reasonable or required by applicable law. Any injury, death or property damage arising out of such entry, occupancy and inspection, even if caused or contributed to by Lessee's negligence (other than gross negligence or willful misconduct), shall be the entire responsibility of Lessor, and Lessor will indemnify and hold harmless Lessee from any and all such liabilities. Lessor will obtain permission from a local Lessee operations officer 48 hours before entry and such permission shall be granted subject to the above.

13. Identification and Markings. At the time of delivery of the Units by Lessor to Lessee, the Units are or will be marked and numbered as indicated on the appropriate Acceptance Certificate. Lessee will not change any such marks or numbers. If such markings (or any of the markings indicating recordation of ownership or liens) shall at any time be removed or become illegible, wholly or in part, Lessee shall, as soon as practical, cause such markings to be restored or replaced, at its expense. Lessee shall not otherwise place or change, or permit to be placed or changed, any lettering or marking of any kind upon the Units without Lessor's prior written consent. In no event shall Lessee place or permit to be placed any marking or lettering on the Units which may reasonably be interpreted as a designation of ownership by the Lessee. Lessee may, however, at its expense, add and maintain lettering or markings that promote safety.

14. Car Hire and Reporting Marks. During the Lease Term for each Unit, the Unit will bear the railroad reporting marks of Lessee or of an entity with which Lessee has contracted. Prior to the Commencement Date for any Unit, Lessee will deliver to Lessor a fully executed copy of the agreement with the owner of any such marks not owned by Lessee that are to be on the Unit. So long as no Event of Default exists hereunder, Lessor shall have no claim to any mileage, per diem or off-line revenue earned by any Unit.

15. Loss or Damage.

(a) During the Lease Term, all risk of loss, theft, damage or destruction to the Equipment or any part or Unit thereof, however incurred or occasioned, shall be borne by Lessee.

(b) If an Event of Loss with respect to any Unit shall occur, Lessee shall promptly give Lessor written notice thereof, and Lessee shall pay to Lessor on or before the next Loss Payment Date an amount equal to the sum of (i) the Stipulated Loss Value of such Unit computed as of the Loss Payment Date with respect to such Unit; and (ii) all rent and other amounts due and owing hereunder for such Unit on or prior to the Loss Payment Date. Upon payment of such amount to Lessor, the lease of such Unit hereunder shall terminate, and Lessor will transfer to Lessee Lessor's right, title and interest in and to such Unit, on an "as-is, where-is" basis, without recourse and without representation or warranty, express or implied, other than a representation and warranty that such Unit is free and clear of any Lessor's Liens.

(c) Any payments received at any time by or for the benefit of Lessor or Lessee from any insurer or railroad with respect to loss or damage to any Unit shall be applied as follows: (i) if such payments are received with respect to an Event of Loss they shall be paid to Lessor, but to the extent received by Lessor, they shall reduce or discharge, as the case may be, Lessee's obligation to pay the amounts due to Lessor under Subsection 15(b) hereof with respect to such Event of Loss and any excess over the Stipulated Loss Value will be paid to Lessee; or (ii) if such payments are received with respect to any loss of or damage to the Equipment other than an Event of Loss, such payments shall, unless a Default or Event of Default shall have occurred and be continued, be paid over to Lessee to reimburse Lessee for its payment of the costs and expenses incurred by Lessee in replacing or restoring pursuant to Subsection 15(a) hereof the part or parts of the Equipment which suffered such loss or damage.

16. General Indemnity. Lessee assumes liability for, and shall indemnify, protect, save and keep harmless Lessor and its agents, servants, officers, directors, employees, attorneys, affiliates, successors and assigns (each, an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted

against any Indemnitee, in any way relating to or arising out of the possession, use, operation or condition of the Equipment or any part or Unit thereof (including, without limitation, any claim for loss of lading or damage asserted by third parties to be caused by commodity); provided, however, that Lessee shall not be required to indemnify any Indemnitee for loss or liability arising from acts or events which occur after the Equipment has been returned to Lessor in accordance with this Lease, or for loss or liability resulting from the willful misconduct or gross negligence of such Indemnitee. The provisions of this Section 16 shall survive the expiration or earlier termination of this Lease.

17. Events of Default. The following events shall each constitute an event of default (herein called "Event of Default") under this Lease:

(a) Any payment due hereunder shall remain unpaid after the later of (i) five (5) business days after the same shall have become due or (ii) two (2) business days after notice of such nonpayment is provided to Lessee; or

(b) Lessee shall fail to maintain the insurance required by Section 9 hereof or to perform or observe any of the warranties or covenants contained in Sections 20 or 21 hereof; or

(c) Lessee shall fail to perform or observe any other warranty, covenant, condition or agreement to be performed or observed by it with respect to this Lease and such failure shall continue unremedied for 30 days after the earlier of (a) the date on which a responsible officer of Lessee obtains knowledge of such failure; or (b) the date on which notice thereof shall be given by Lessor to Lessee, provided, however, such failure shall not become an Event of Default if such Default cannot reasonably be cured within such thirty (30) day period and Lessee commences cure within such thirty (30) day period, diligently pursues such cure, and completes the cure of such Default within ninety (90) days after such date; or

(d) any representation or warranty made by Lessee herein or in any document, certificate or financial or other statement now or hereafter furnished Lessor in connection with this Lease shall prove at any time to have been untrue or misleading in any material respect as of the time when made; or

(e) [Intentionally omitted]; or

(f) the entry of a decree or order for relief by a court having jurisdiction in respect of Lessee adjudging Lessee a bankrupt or insolvent, or approving as properly filed a petition seeking a reorganization, arrangement, adjustment or composition of or in respect of such entity in an involuntary proceeding or case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal, state or foreign bankruptcy, insolvency or

other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of Lessee or of any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 days; or

(g) the institution by Lessee of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the commencement by such entity of a voluntary proceeding or case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal, state or foreign bankruptcy, insolvency or other similar law, or the consent by it to the filing of any such petition or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of Lessee or of any substantial part of its property, or the making by it of any assignment for the benefit of creditors or the admission by it of its inability to pay its debts generally as they become due or its willingness to be adjudicated a bankrupt or the failure of Lessee generally to pay its debts as they become due or the taking of corporate action by Lessee in furtherance of any of the foregoing.

18. Remedies. If an Event of Default described in Subsections 17(f) or (g) above shall occur, then, and in any such event, this Lease shall automatically, without any notice or other action by Lessor, be deemed to be in default, and if any other Event of Default shall occur and be continuing, then, and in any such event, Lessor may, at its option, declare this Lease to be in default; and at any time after this Lease shall be deemed to be in default pursuant to this sentence or be declared to be in default, Lessor may do any one or more of the following with respect to all of the Equipment or any part thereof as Lessor in its sole discretion shall elect, to the extent permitted by applicable law then in effect:

(a) demand that Lessee, and Lessee shall at its expense upon such demand, return the Equipment promptly to Lessor at such place or places in the continental United States as Lessor shall specify, or Lessor, at its option, may enter upon any property where any Unit is located and take immediate possession of such Unit and remove the same by summary proceedings or otherwise, all without liability for or by reason of such entry or taking of possession, whether for the restoration of damage of property caused by such taking or otherwise (except if caused by the gross negligence or willful misconduct of Lessor);

(b) sell the Equipment or any Unit at public or private sale, with or without notice, advertisement or publication, as Lessor may determine, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Equipment or any Unit as Lessor in its sole discretion may determine, all free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto;

(c) by written notice to Lessee specifying a payment date, demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, on the payment date specified in such notice, as liquidated damages for loss of a bargain and not as a penalty, all accrued and unpaid rent for the Equipment due on all Rent Payment Dates up to and including the expiration of the Lease Term, less (i) the fair market rental value of the Equipment determined in Lessor's reasonable judgment or (ii) (if applicable) the rental at the rate actually received by Lessor for the Equipment as a result of any subsequent lease entered into at arms length with an unrelated lessee, each discounted at the Prime Rate (together with interest on such amount at the Late Charge Rate, from the date due);

(d) Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to terminate this Lease.

In addition, Lessee shall be liable for any and all unpaid rent (without duplication of amounts otherwise recovered by Lessor) and other amounts due hereunder before or during the exercise of any of the foregoing remedies and for all legal fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, including all costs and expenses incurred in connection with the placing of the Equipment in the condition required by Section 11 hereof.

NO REMEDY REFERRED TO IN THIS SECTION 18 IS INTENDED TO BE EXCLUSIVE BUT EACH SHALL BE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDY REFERRED TO HEREIN OR OTHERWISE AVAILABLE TO LESSOR AT LAW OR IN EQUITY; and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all such other remedies. No express or implied waiver by Lessor of an Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default.

19. Lessor's Right to Perform. If Lessee fails to make any payment required to be made by it hereunder or fails to perform or comply with any of its other agreements contained herein, Lessor may, after notice to Lessee, itself make such payment or perform or comply with such agreement, and the amount of such payment and the amount of the reasonable expenses of Lessor incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Late Charge Rate, shall be deemed to be additional rent, payable by Lessee on demand.

20. Assignment or Sublease. Except as expressly provided herein, LESSEE WILL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, ASSIGN THIS LEASE OR ANY INTEREST HEREIN OR SUBLEASE OR OTHERWISE TRANSFER ITS INTEREST IN ANY UNIT, AND ANY ATTEMPTED ASSIGNMENT, SUBLEASE OR OTHER TRANSFER BY LESSEE IN VIOLATION OF THIS PROVISION SHALL BE VOID; provided, however, Lessee may place the Equipment in

interchange in accordance with industry custom and may enter into trip leases for any Unit so long as such Units remain subject to this Lease, any trip leases are expressly subordinate to this Lease, and Lessee remains the primary obligor hereunder.

21. No Changes in Lessee. Lessee will continue to be a railroad subject to the jurisdiction of the ICC.

22. Further Assurances; Financial Information; Reports.

(a) Lessee will, at its own expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Lease and to establish and protect the rights, interests and remedies created or intended to be created in favor of Lessor hereunder. To the extent permitted by applicable law, Lessee hereby authorizes Lessor to file any financing statements and memoranda with respect to the Equipment without the signature of Lessee, notice of which will be provided to Lessee within a reasonable period of time. Lessee will also provide such information as Lessor may reasonably require from Lessee to enable Lessor to fulfill all of its tax filing obligations.

(b) Lessee will qualify to do business, and remain qualified in good standing, in each jurisdiction in which the nature of its activities from time to time may require.

(c) Lessee will furnish or cause to be furnished to Lessor the following reports: (i) as soon as available, but in any event not later than 120 days after the end of Lessee's fiscal year balance sheets as at the end of such fiscal year, and statements of income and statements of cash flow for such fiscal year, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and certified by a nationally recognized firm of certified public accountants; (ii) as soon as available, but in any event not later than 45 days after the end of each quarterly period of each fiscal year balance sheets as at the end of such quarterly period and statements of income for such quarterly period and for the portion of the fiscal year then ended, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and certified by the chief financial officer of Lessee; and (iii) within ninety (90) days after the end of each calendar year a report executed by an officer of Lessee certifying the identity of each Unit by serial number and running mark and number, the condition of such Unit, including all accessories, whether or not a Default has occurred under the Lease, that all taxes imposed on each Unit have been paid in full, and such other information as Lessor may reasonably request.

23. Recording. Lessor may cause this Lease and all supplements and amendments to this Lease to be filed with the ICC pursuant to 49

U.S.C. Section 11303. Lessor may further cause this Lease and/or appropriate financing statements to be filed and recorded in accordance with the applicable provisions of the Uniform Commercial Code as in effect in the State of Texas (and, if Lessee changes its chief place of business, in any other state) in the same manner as if Lessor's interest in this Lease represented a security interest and in any other state of the United States of America or the District of Columbia where filing is necessary or requested by Lessor. Lessee in addition will from time to time do and perform any act or execute, acknowledge and deliver to Lessor any and all further instruments required by law or any additional documents reasonably requested by Lessor for the purpose of proper protection, to their satisfaction, of its interest in the Equipment, or for the purpose of carrying out the intention of this Lease.

24. Notices. Any notice required or permitted to be given by either party hereto to the other shall be in writing, and any such notice shall become effective upon personal delivery thereof 24 hours following delivery to or deposit with a recognized overnight delivery service or three days after the date on which it shall have been deposited in the United States mail with return receipt requested, addressed as follows:

(i) if to Lessor, at

THE CIT GROUP/EQUIPMENT FINANCING, INC.
1211 Avenue of the Americas
New York, New York 10036
Attention: Senior Vice President-Credit

(ii) if to Lessee, at

BURLINGTON NORTHERN RAILROAD COMPANY
3200 Continental Plaza
777 Main Street
Fort Worth, Texas 76102
Attention: Treasurer

25. Quiet Enjoyment. Lessor expressly agrees that, notwithstanding any other provision of the Lease, so long as no Event of Default has occurred, neither it, nor any person or entity acting by or through it shall take or cause to be taken any action inconsistent with Lessee's rights under this Lease or otherwise through its own actions in any way interfere with or interrupt the quiet enjoyment of the use, operation and possession of any Unit by the Lessee or any sublessee, assignee or transferee under any sublease, assignment or transfer then in effect and permitted by the terms of this Lease.

26. Conditions Precedent. Lessor shall not be obligated to lease any Equipment to Lessee, and Lessor shall not be obligated to accept any Acceptance Certificate hereunder, unless:

(i) Lessor shall have received evidence satisfactory to it of authority of Lessee to execute, deliver and perform this Lease and all documents in connection herewith.

(ii) Lessor shall have received an incumbency and signature certificate of Lessee, dated the date of the Lease and in form and substance satisfactory of Lessor, setting forth the names and signatures of each officer of Lessee signing this Lease, the Acceptance Certificate and all other instruments and documents relating thereto, which certificate may be relied on by Lessor until it receives written notice to the contrary;

(iii) Lessor shall have received evidence satisfactory to it as to the due compliance by Lessee with the provisions regarding insurance contained in Section 9 hereof;

(iv) This Lease, the applicable Acceptance Certificate and such Uniform Commercial Code financing statements and other documents with respect to the Units as Lessor shall deem necessary or desirable in order to perfect and protect its interests therein shall have been duly executed and delivered to Lessor for filing;

(v) All representations and warranties of Lessee contained herein or in any document or certificate furnished Lessor in connection herewith shall be true and correct with the same force and effect as if made on such date; no Event of Default or Default shall be in existence;

(vi) In the sole judgment of Lessor, there shall have been no material adverse change in the business, financial condition or operations of Lessee;

(vii) Lessor shall have received from Lessee, in form and substance satisfactory to it, such other documents and information, including without limitation, any supplements to previously executed documents, as Lessor shall reasonably request;

(viii) All legal matters in connection with the transactions contemplated by this Lease shall be satisfactory to Lessor's counsel.

27. Deprescription. Lessee will not agree to the voluntary deprescription of the car hire rate for any Unit.

28. Miscellaneous.

(a) Miscellaneous. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provision hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(b) Amendment; Waiver. NO TERM OR PROVISION OF THIS LEASE MAY BE CHANGED, WAIVED, DISCHARGED OR TERMINATED ORALLY, BUT ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTY AGAINST WHICH THE ENFORCEMENT OF THE CHANGE, WAIVER, DISCHARGE OR TERMINATION IS SOUGHT. No delay or failure on the part of Lessor to exercise any power or right hereunder shall operate as a waiver hereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof, or the exercise of any other power or right. After the occurrence of any Event of Default, the acceptance by Lessor of any payment of rent or other amount owed pursuant hereto shall not constitute a waiver by Lessor of such Event of Default, regardless of Lessor's knowledge or lack of knowledge thereof at the time of acceptance of any such payment, and shall not constitute a reinstatement of this Lease if the Lease shall have been declared in default by Lessor pursuant to Section 18 hereof or otherwise, unless Lessor shall have agreed in writing to reinstate the Lease and to waive the Event of Default.

(c) Fees and Expenses. Each party shall bear its own expenses in connection with the execution and delivery of this Lease.

(d) Entire Agreement. This Lease and the agreements referred to herein contain the full, final and exclusive statement of the agreement between Lessor and Lessee relating to the lease of the Equipment.

(e) Agreement of Lease. This Lease shall constitute an agreement of lease, and nothing herein shall be construed as conveying to Lessee any right, title or interest in the Equipment except as lessee only.

(f) Successors and Assigns. This Lease and the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, Lessor and its successors and assigns and Lessee and, to the extent permitted by Section 20 hereof, its successors and assigns.

(g) Captions. The headings of the Sections are for convenience of reference only, are not a part of this Lease and shall not be deemed to effect the meaning or construction of any of the provisions hereof.

(h) Execution in Counterparts. This Lease may be executed by the parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(i) GOVERNING LAW. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

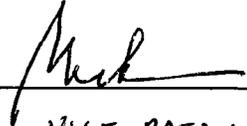
(j) JURISDICTION. LESSEE HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS LEASE MAY BE INSTITUTED OR BROUGHT IN THE COURTS OF THE STATE OF NEW YORK, IN THE COUNTY OF NEW YORK, OR

THE UNITED STATES COURTS FOR THE SOUTHERN DISTRICT OF NEW YORK, AS LESSOR MAY ELECT, AND BY EXECUTION AND DELIVERY OF THIS LEASE, LESSEE HEREBY IRREVOCABLY ACCEPTS AND SUBMITS TO, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY SUCH COURT, AND TO ALL PROCEEDINGS IN SUCH COURTS. LESSEE IRREVOCABLY CONSENTS TO SERVICE OF ANY SUMMONS AND/OR LEGAL PROCESS BY REGISTERED OR CERTIFIED UNITED STATES AIR MAIL, POSTAGE PREPAID, TO LESSEE AT THE ADDRESS SET FORTH IN SECTION 24 HEREOF, SUCH METHOD OF SERVICE TO CONSTITUTE, IN EVERY RESPECT, SUFFICIENT AND EFFECTIVE SERVICE OF PROCESS IN ANY LEGAL ACTION OR PROCEEDING. NOTHING IN THIS LEASE SHALL AFFECT THE RIGHT TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR LIMIT THE RIGHT OF LESSOR TO BRING ACTIONS, SUITS OR PROCEEDINGS IN THE COURT OF ANY OTHER JURISDICTION. LESSEE FURTHER AGREES THAT FINAL JUDGMENT AGAINST IT IN ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION, WITHIN OR OUTSIDE THE UNITED STATES OF AMERICA, BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND THE AMOUNT OF LIABILITY.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Railcar Lease Agreement to be duly executed as of the date first above written, and the undersigned signatories each hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

LESSOR:

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: 

Title: VICE PRESIDENT

Date: June 23, 1993

LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

By: _____

Title: _____

Date: _____

THE UNITED STATES COURTS FOR THE SOUTHERN DISTRICT OF NEW YORK, AS LESSOR MAY ELECT, AND BY EXECUTION AND DELIVERY OF THIS LEASE, LESSEE HEREBY IRREVOCABLY ACCEPTS AND SUBMITS TO, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY SUCH COURT, AND TO ALL PROCEEDINGS IN SUCH COURTS. LESSEE IRREVOCABLY CONSENTS TO SERVICE OF ANY SUMMONS AND/OR LEGAL PROCESS BY REGISTERED OR CERTIFIED UNITED STATES AIR MAIL, POSTAGE PREPAID, TO LESSEE AT THE ADDRESS SET FORTH IN SECTION 24 HEREOF, SUCH METHOD OF SERVICE TO CONSTITUTE, IN EVERY RESPECT, SUFFICIENT AND EFFECTIVE SERVICE OF PROCESS IN ANY LEGAL ACTION OR PROCEEDING. NOTHING IN THIS LEASE SHALL AFFECT THE RIGHT TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR LIMIT THE RIGHT OF LESSOR TO BRING ACTIONS, SUITS OR PROCEEDINGS IN THE COURT OF ANY OTHER JURISDICTION. LESSEE FURTHER AGREES THAT FINAL JUDGMENT AGAINST IT IN ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION, WITHIN OR OUTSIDE THE UNITED STATES OF AMERICA, BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND THE AMOUNT OF LIABILITY.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Railcar Lease Agreement to be duly executed as of the date first above written, and the undersigned signatories each hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

LESSOR:

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: _____

Title: _____

Date: _____

LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

By: 

Title: Senior Vice President and Treasurer

Date: June 23, 1993

ACKNOWLEDGMENTS

State of Illinois)
) ss.
County of Cook)

On this 23rd day of June, 1993, before me personally appeared Paul A. Ledner, to me personally known, who, being by me duly sworn, did say that he is a Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., that said instrument was signed 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 the corporation.

[Signature]

My commission expires: " 12/15/95 "
 RICHARD D. YANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/15/95

Notary Public
" OFFICIAL SEAL "
RICHARD D. YANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/15/95

State of Texas)
) ss.
County of Tarrant)

On this 23rd day of June, 1993, before me personally appeared Robert F. McKenney, to me personally known, who, being by me duly sworn, did say that he is Senior Vice President and Treasurer of Burlington Northern Railroad Company that said instrument was signed 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 the corporation.

[Signature]
Notary Public

My commission expires:
KELLY MURRAY
Notary Public State of Texas
My Commission Expires Aug 23, 1993

Rider A to Master Railcar Lease Agreement
dated May 28, 1993
between The CIT Group/Equipment Financing, Inc. ("Lessor")
and Burlington Northern Railroad Company ("Lessee")

Lessee hereby acknowledges, agrees and confirms, for the benefit of Lessor and its assigns, in connection with the referenced Master Railcar Lease Agreement (the "Lease"), that:

1. Lessee has reviewed the provisions of Section 5 of said Lease disclaiming warranties and acknowledges that it is bound by said provisions.

2. Lessee has reviewed the provisions of Section 20 of said Lease prohibiting or restricting the assignment or other transfer of its interests in the Lease or the Equipment leased to it and is bound by such provisions as set forth in said Lease. Lessee agrees that said provisions are made "conspicuous" by this Section 2 of this Rider A.

3. Lessee has reviewed the provisions of Section 28(b) of said Lease providing that no provision of the Lease as written may be modified except by a written agreement, and Lessee is bound by such provisions. Lessee's authorized representative has separately initialed this Section 3 to evidence Lessee's agreement to be bound by said provisions.

Lessee:

(Please initial here)

BURLINGTON NORTHERN
RAILROAD COMPANY

4. This Rider A is hereby made a part of the Lease as if set forth in full therein.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Rider A to be duly executed all as of the date above written, and the undersigned signatories each hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

LESSOR:

LESSEE:

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

BURLINGTON NORTHERN
RAILROAD COMPANY

By: 
Name: PAUL LECHNER
Title: VICE PRESIDENT

By: _____
Name: _____
Title: _____

Date: June 23, 1993

Date: _____

Rider A to Master Railcar Lease Agreement
dated May 28, 1993
between The CIT Group/Equipment Financing, Inc. ("Lessor")
and Burlington Northern Railroad Company ("Lessee")

Lessee hereby acknowledges, agrees and confirms, for the benefit of Lessor and its assigns, in connection with the referenced Master Railcar Lease Agreement (the "Lease"), that:

1. Lessee has reviewed the provisions of Section 5 of said Lease disclaiming warranties and acknowledges that it is bound by said provisions.

2. Lessee has reviewed the provisions of Section 20 of said Lease prohibiting or restricting the assignment or other transfer of its interests in the Lease or the Equipment leased to it and is bound by such provisions as set forth in said Lease. Lessee agrees that said provisions are made "conspicuous" by this Section 2 of this Rider A.

3. Lessee has reviewed the provisions of Section 28(b) of said Lease providing that no provision of the Lease as written may be modified except by a written agreement, and Lessee is bound by such provisions. Lessee's authorized representative has separately initialed this Section 3 to evidence Lessee's agreement to be bound by said provisions.

Lessee:

(Please initial here)

BURLINGTON NORTHERN
RAILROAD COMPANY



4. This Rider A is hereby made a part of the Lease as if set forth in full therein.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Rider A to be duly executed all as of the date above written, and the undersigned signatories each hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

LESSOR:

LESSEE:

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

BURLINGTON NORTHERN
RAILROAD COMPANY

By: _____
Name: _____
Title: _____

By: 
Name: Robert F. McKenney
Title: Senior Vice President and Treasurer

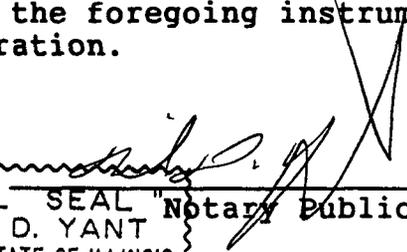
Date: _____

Date: June 23, 1993

ACKNOWLEDGMENTS

State of Illinois)
) ss.
County of Cook)

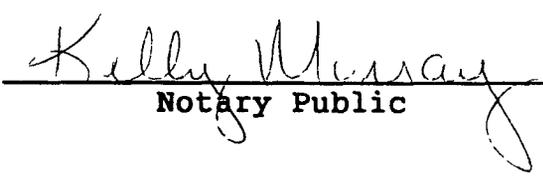
On this 23rd day of June, 1993, before me personally appeared Paul A. Ledner, to me personally known, who, being by me duly sworn, did say that he is a Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.


" OFFICIAL SEAL " Notary Public
RICHARD D. YANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/15/95

My commission expires:

State of Texas)
) ss.
County of Tarrant)

On this 23rd day of June, 1993, before me personally appeared Robert F. McKenney, to me personally known, who, being by me duly sworn, did say that he is Senior Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY that said instrument was signed 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 the corporation.


Notary Public

My commission expires:

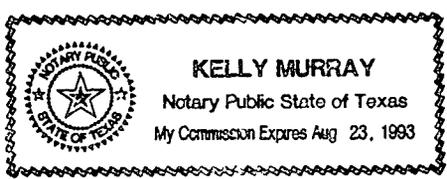

KELLY MURRAY
Notary Public State of Texas
My Commission Expires Aug 23, 1993

EXHIBIT A

Equipment Schedule

One Hundred Fifteen (115) 3870 cubic foot 100 ton aluminum rapid discharge hopper cars, 1991 Bethlehem Steel built, bearing marks MCHX and the following running numbers in series 30815-31044 (inclusive):

See attached list.

AAR Mechanical Design: HTS

AAR Car Type Code: K341

COUNTING NUMBER	CAR INITIAL	CAR NUMBER
1	MCHX	30817
2	MCHX	30819
3	MCHX	30823
4	MCHX	30828
5	MCHX	30829
6	MCHX	30830
7	MCHX	30834
8	MCHX	30836
9	MCHX	30842
10	MCHX	30843
11	MCHX	30844
12	MCHX	30851
13	MCHX	30855
14	MCHX	30858
15	MCHX	30859
16	MCHX	30863
17	MCHX	30865
18	MCHX	30871
19	MCHX	30872
20	MCHX	30874
21	MCHX	30875
22	MCHX	30877
23	MCHX	30878
24	MCHX	30879
25	MCHX	30884
26	MCHX	30885
27	MCHX	30890
28	MCHX	30891
29	MCHX	30892
30	MCHX	30893
31	MCHX	30894
32	MCHX	30896
33	MCHX	30897
34	MCHX	30899
35	MCHX	30902
36	MCHX	30903
37	MCHX	30904
38	MCHX	30906
39	MCHX	30908
40	MCHX	30909
41	MCHX	30910
42	MCHX	30911
43	MCHX	30912
44	MCHX	30913
45	MCHX	30917
46	MCHX	30920
47	MCHX	30921

COUNTING NUMBER	CAR INITIAL	CAR NUMBER
48	MCHX	30924
49	MCHX	30925
50	MCHX	30927
51	MCHX	30928
52	MCHX	30930
53	MCHX	30932
54	MCHX	30942
55	MCHX	30945
56	MCHX	30946
57	MCHX	30949
58	MCHX	30950
59	MCHX	30953
60	MCHX	30955
61	MCHX	30958
62	MCHX	30959
63	MCHX	30961
64	MCHX	30963
65	MCHX	30967
66	MCHX	30968
67	MCHX	30969
68	MCHX	30970
69	MCHX	30971
70	MCHX	30972
71	MCHX	30973
72	MCHX	30974
73	MCHX	30975
74	MCHX	30977
75	MCHX	30978
76	MCHX	30979
77	MCHX	30980
78	MCHX	30981
79	MCHX	30993
80	MCHX	30996
81	MCHX	30997
82	MCHX	30998
83	MCHX	31000
84	MCHX	31001
85	MCHX	31002
86	MCHX	31003
87	MCHX	31005
88	MCHX	31006
89	MCHX	31007
90	MCHX	31008
91	MCHX	31011
92	MCHX	31013
93	MCHX	31017
94	MCHX	31019

COUNTING NUMBER	CAR INITIAL	CAR NUMBER
95	MCHX	31020
96	MCHX	31021
97	MCHX	31024
98	MCHX	31025
99	MCHX	31026
100	MCHX	31028
101	MCHX	31029
102	MCHX	31033
103	MCHX	31034
104	MCHX	31035
105	MCHX	31036
106	MCHX	31037
107	MCHX	31038
108	MCHX	31039
109	MCHX	31040
110	MCHX	31042
111	MCHX	31044
112	MCHX	30846
113	MCHX	30847
114	MCHX	30848
115	MCHX	30849

EXHIBIT B

SUPPLEMENT AND ACCEPTANCE CERTIFICATE NO. 1

Interim Term Commencement Date: May 28, 1993
Basic Term Commencement Date: June 1, 1993

THIS SUPPLEMENT AND ACCEPTANCE CERTIFICATE is executed and delivered by THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and BURLINGTON NORTHERN RAILROAD COMPANY ("Lessee") pursuant to and in accordance with the Railcar Lease Agreement dated as of May 28, 1993 between Lessor and Lessee (the "Lease", the defined terms therein being used herein with their defined meanings).

1. The Units covered by this Certificate are described in Schedule 1, Part A attached hereto, and Schedule 1, Part A provides for the Lease Term and Commodity for such Units.

2. The Rent for the Units is set forth on Schedule 1, Part B.

3. The Stipulated Loss Values for the Units are as set forth on Schedule 2.

4. Lessee confirms that

(a) the Units covered hereby have been delivered to it;

(b) the Units covered hereby have been inspected by Lessee, have been delivered in good working order and condition, and are of the size, design, capacity and manufacture selected by Lessee;

(c) Lessee irrevocably accepts said Units "AS-IS, WHERE-IS" for all purposes of the Lease as of the Interim Term Commencement Date set forth above;

(d) no Default or Event of Default is in existence as of the Interim Term Commencement Date set forth above, nor shall any Default or Event of Default occur as a result of the lease by Lessee of the Units specified herein; and

(e) that the following representations and warranties of Lessee are true and correct as of the Interim Term Commencement Date set forth above with the same force and effect as if made on such date:

(i) Organization. Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(ii) Power and Authority. Lessee has full power, authority and legal right to execute, deliver and perform this Lease, and the execution, delivery and performance hereof has been duly authorized by all necessary corporate action of Lessee.

(iii) Enforceability. The Lease and this Supplement and Acceptance Certificate have been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with their terms.

(iv) Consents and Permits. The execution, delivery and performance of the Lease and this Supplement and Acceptance Certificate have do not require any stockholder approval or approval or consent of any trustee or holders of any indebtedness or obligations of Lessee, and will not contravene any law, regulation, judgment or decree applicable to Lessee, or the certificate of incorporation or bylaws of Lessee, or contravene the provisions of, or constitute a default under, or result in the creation of any Lien upon any property of Lessee under any mortgage, instrument or other agreement to which Lessee is a party or by which Lessee or its assets may be bound or affected; and no authorization, approval, license, filing or registration with any court or governmental agency or instrumentality is necessary in connection with the execution, delivery, performance, validity and enforceability of this Lease.

(v) No Defaults. Lessee is not in default, and no event or condition exists which after the giving of notice or lapse of time or both would constitute an event of default, under any mortgage, indenture, contract, agreement, judgment or other undertaking to which Lessee is a party or which purports to be binding upon Lessee or upon any of the assets of Lessee, except for any such default, event or condition which, individually or in the aggregate, would not affect Lessee's ability to perform its obligations under this Lease or any such mortgage, indenture, contract, agreement, judgment or other undertaking.

(vi) No Litigation. There is no action, suit, investigation or proceeding by or before any court, arbitrator, administrative agency or other governmental authority pending or, to the knowledge of Lessee, threatened against Lessee (A) which involves the Equipment or the transactions contemplated by the Lease; or (B) which, if adversely determined, could have a material adverse effect on the financial condition, business or operations of Lessee.

(vii) Financial Condition. The financial statements of Lessee heretofore furnished to Lessor are

complete and correct and fairly present the financial condition of Lessee and the results of its operations for the respective periods covered thereby; and since the date thereof, there has been no material adverse change in such financial condition or operations.

(viii) Chief Executive Office; Name Change; Trade Styles. Lessee's chief executive office is located at 777 Main Street, Fort Worth, Texas. Lessee has not changed its name in the last five (5) years.

(ix) Non-Permitted Use. Throughout the Lease Term, the use of the Units by Lessee will not cause, and the use by third parties will not cause, any Unit either to constitute "tax-exempt use property" within the meaning of § 168(h) of the Code or any successor provision or to be deemed to be used "predominantly outside the United States" within the meaning of § 168(g)(4) of the Code or any successor provision.

5. Additional Terms.

Rent will continue on all Units subject to this Supplement and Acceptance Certificate No. 1 until all Units are returned as required in Section 6 of the Lease, and the free storage period described in Section 6 of the Lease shall not commence until all Units are so returned.

6. All of the terms, provisions and conditions of the Lease are hereby incorporated herein and made a part hereof as if such terms, provisions and conditions were set forth in full in this Certificate. By its execution and delivery of this Certificate, the Lessee reaffirms all of the terms, provisions and conditions of the Lease.

IN WITNESS WHEREOF, Lessee has caused this Acceptance Certificate to be duly executed by its duly authorized officer as of the Interim Term Commencement Date set forth above.

LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

By: _____
Title: _____

ACCEPTED AND AGREED TO AS OF THE COMMENCEMENT DATE SET FORTH ABOVE

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: _____

Title: _____

ACKNOWLEDGMENTS

State of)
) ss.
County of)

On this ____ day of _____, _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a _____ of THE CIT GROUP/EQUIPMENT FINANCING, INC., that said instrument was signed 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 the corporation.

Notary Public

My commission expires:

State of)
) ss.
County of)

On this ____ day of _____, _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a _____ of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed 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 the corporation.

Notary Public

My commission expires:

CERTIFIED COPY

I, Richard Demarest Yant, the undersigned affiant, certify and affirm that I have compared the attached copy of the Master Railcar Lease Agreement dated May 28, 1993, between The CIT Group/Equipment Financing, Inc. and Burlington Northern Railroad Company with the original and have found the copy to be complete and identical in all respects to the original document.



Richard Demarest Yant

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS.

The foregoing instrument was acknowledged before me this 29th day of June, 1993, by Richard Demarest Yant.


NOTARY PUBLIC