

JUL 18 1975 - 1 45 PM

INTERSTATE COMMERCE COMMISSION  
SECOND AMENDMENT AGREEMENT dated as of March 1,  
1975 between CHASE MANHATTAN SERVICE CORPORATION and  
BURLINGTON NORTHERN INC.

WHEREAS, the parties hereto are parties to a  
Lease of Railroad Equipment dated as of March 1, 1975  
(the "Original Lease"); and

WHEREAS, the parties hereto have heretofore  
entered into an Amendment Agreement dated as of March 1,  
1975 providing for the amendment of the Original Lease  
in certain respects; and

WHEREAS, the Original Lease as amended by  
said Amendment Agreement is hereinafter referred to  
as the "Lease";

NOW, THEREFORE, in consideration of the premises,  
the parties hereby agree that:

A. The first paragraph of §3 of the Lease is  
amended by adding the clause "Subject to the provisions of  
the second paragraph of this §3," at the beginning of the  
first sentence thereof, and by changing the first letter  
in the first word of such sentence to the lower case.

B. §3 of the Lease is amended by adding a new  
paragraph following the first paragraph reading as follows:

"In the event that Lessor shall advance an amount equal to 100% of the Purchase Price of any Unit or Units in accordance with the eleventh paragraph of Article 3 of the Security Document then, (i) in lieu of the rentals for each such Unit provided for by the first sentence and the last sentence of the preceding paragraph of this §3, the Lessee agrees to pay to the Lessor as rental for each such Unit an amount per day (computed as provided in, and for the period specified in, the first sentence of the preceding paragraph of this §3) equal to 0.0278% of the Purchase Price of such Unit, payable on the Cut-Off Date, (ii) in lieu of the rental for each such Unit provided for by the second sentence of the preceding paragraph of this §3 for the period commencing on the Cut-Off Date, the Lessee agrees to pay to the Lessor, as rental for each such Unit subject to this Lease, 30 consecutive rental payments payable semi-annually in arrears commencing on the first semi-annual anniversary of the Cut-Off Date, each to be in an amount equal to 6.85% of the Purchase Price of such Unit, and (iii) the Casualty Values for each such Unit shall be adjusted (in amounts reasonably determined by the Lessor) to reflect the fact that the Lessor has not financed its purchase of such Unit by borrowing. Anything herein to the contrary notwithstanding, in the event the Lessor shall so advance an amount equal to 100% of the aggregate Purchase Price in respect of any group of Units with the result that the rentals provided in this paragraph shall then be in effect for the Units in such group in lieu of the rentals otherwise set forth in the first paragraph of this §3 for such Units, then on the Cut-Off Date, provided it shall pay all amounts due under such paragraph on the Cut-Off Date, the Lessee shall have the option, exercisable by not less than six days' notice to the Lessor, to purchase the Units in such group from the Lessor on an "as-is where is basis" for an amount equal to the higher of the then Fair Market Value (as such term is defined in §13 hereof for purposes of such section and §10) thereof or the Casualty Value thereof as of such date. Upon the payment of such higher amount and the rental payable on such date, this Lease shall terminate in respect of such Units and be of no further force or effect. Upon request of the Lessee, the Lessor shall thereupon execute and deliver to the Lessee

bills of sale and other instruments relating to such Units as provided in the third paragraph of §13 hereof (without representation or warranty except as to Lessor's Liens as defined below)."

C. The second paragraph of §7 of the Lease is amended by adding the following at the end of such paragraph:

"Notwithstanding the foregoing, the Casualty Value of each Unit as of the payment date on which payment is to be made as aforesaid which occurs during any extended term provided for by the fourth paragraph of §13 hereof shall mean a sum equal to (i) the Fair Market Value of such Unit as of the last day of such extended term (determined as of the first day of such extended term as provided in said §13) plus (ii) an amount determined by multiplying (x) an amount equal to the excess of the Fair Market Value of such Unit as of the first day of such extended term (determined as of such first day as provided in said §13) over such Fair Market Value as of the last day of such extended term by (y) a fraction of which the numerator shall be the number of days in such extended term following such date and of which the denominator shall be the total number of days in such extended term (it being understood that such Fair Market Value shall be determined as provided in said §13 concurrently with the determination of Fair Market Rental thereunder)."

Schedule B to the Lease is amended by deleting the words "renewal or" appearing therein.

D. Each reference to the Lease in the Security Document, the Hulk Purchase Agreement, the Transfer Agreement and the Finance Agreement (as such terms are defined in the Lease) is amended to refer to the Lease as amended hereby. Except as hereinabove amended, the Lease shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the law of the State of Minnesota. Although for convenience this Agreement is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed. This instrument may be executed in several counterparts all of which taken together will constitute one and the same instrument, and either party may execute this instrument by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

CHASE MANHATTAN SERVICE COR-  
PORATION

By James Hoolahan  
~~Its Vice President~~  
*Assistant Treasurer*

[Corporate Seal]

ATTEST:

Frank Sainz  
~~Assistant Treasurer~~  
*Second Vice President*

BURLINGTON NORTHERN INC.

By Frank H Coyne  
Vice President

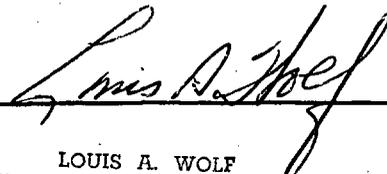
[Corporate Seal]

ATTEST:

John C. Ashby  
Secretary

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 9<sup>th</sup> day of April, 1975, before me personally appeared JAMES HOOLAHAN, to me personally known, who, being by me duly sworn, says that he is an ~~Vice President~~ Assistant Treasurer of Chase Manhattan Service Corporation, 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.



LOUIS A. WOLF  
NOTARY PUBLIC, State of New York  
No. 30-9723500  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires March 30, 1976

(Notarial Seal)

My Commission Expires:

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

On this 10<sup>th</sup> day of April, 1975, before me personally appeared FRANK H. COYNE, to me personally known, who, being by me duly sworn, says that he is an Executive Vice President of Burlington Northern Inc., that one of the seals affixed to the foregoing instru-

ment is the 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.

*Richard J. Wolfe*

(Notarial Seal)

My Commission Expires:

