

JUL 18 1975 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

THIRD 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 and a Second Amendment Agreement, each 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 Agreements is hereinafter referred to as the "Lease";

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

A. § 3 of the Lease is amended by changing the figure "7.10%" appearing in the penultimate sentence of the first paragraph of said § 3 to read "6.91%", and by changing the figure "7.415%" appearing in the penultimate sentence of the first paragraph of said § 3 to read "7.288%".

B. § 3 of the Lease is further amended by changing the figure "6.85%" appearing in clause (ii)

of the second paragraph of said § 3 to read "6.59%".

C. Schedule B to the Lease is removed and substituted by a new Schedule B in the form annexed to this Third Amendment Agreement.

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 CORPORATION

By James Koolahan
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. Ashlan
Secretary

Schedule B To Lease

Cut-Off Date or Number of Semiannual
Rent Payment Date on which Casualty
Value is Paid

Percentage of
Purchase Price

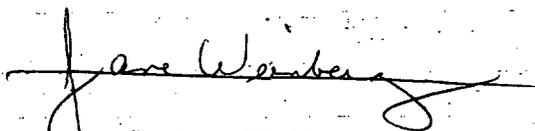
Cut-Off Date	Percentage of Purchase Price
	105.43
1	109.11
2	112.54
3	115.70
4	118.64
5	121.33
6	118.43
7	120.69
8	122.75
9	120.70
10	112.88
11	110.07
12	106.87
13	103.43
14	94.41
15	90.59
16	86.60
17	82.42
18	78.07
19	73.54
20	68.86
21	64.04
22	59.08
23	53.97
24	48.75
25	43.40
26	37.92
27	32.31
28	26.57
29	20.69
30 and thereafter during any storage period	15.00

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

On this ^{1st} day of ~~April~~^{May}, 1975, before me personally appeared James Hodzhan, 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.

[Notarial Seal]

My commission expires:


JANE WEINBERG
NOTARY PUBLIC, State of New York
No. 31-4519693
Qualified in New York County
Commission Expires March 30, 1976

STATE OF ~~NEW YORK~~^{MINNESOTA})
) ss.:
COUNTY OF ~~NEW YORK~~^{Rainey})

On this ^{29th} 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 instrument 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.

Byron D. Olsen

[Notarial Seal]

My commission expires:

