

#3 Power of Attorney
8999-C

RECORDATION NO. 8999-E Filed & Recorded

BAMERILEASE, INC.
BANK OF AMERICA CENTER
P.O. BOX 37070
SAN FRANCISCO, CALIFORNIA 94137
JAN 17 1978 - 10 50 AM
INTERSTATE COMMERCE COMMISSION

January , 1978

RECEIVED
JAN 17 10 44 AM '78
CERTIFICATION UNIT

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Section 20c Filing

Dear Mr. Secretary:

Enclosed for recording under Section 20c of the Interstate Commerce Act are three (3) executed counterparts of Amendment Agreement (Conditional Sale Agreement) (the "CSA Amendment") dated as of December 15, 1977, between BameriLease, Inc. ("Company") Bank of America Center, P.O. Box 37070, San Francisco California 94137, and Continental Illinois National Bank and Trust Company of Chicago, as Agent ("agent"), 231 S. LaSalle Street, Chicago, Illinois 60693. The Conditional Sale Agreement to which the CSA Amendment relates was recorded with the Interstate Commerce Commission at 3:40 p.m. on September 16, 1977, and assigned Recordation No. 8999-B.

Under the CSA Amendment and the Conditional Sale Agreement to which it relates the Company conveys full security title to and a security interest in the equipment described therein to the Agent in accordance with the Agreement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 20c of the Interstate Commerce Act, you are hereby requested to duly file two of the enclosed counterparts for record in your office and to return the remaining counterparts, together with the Secretary's Certificate of Recording to the messenger making this delivery.

Very truly yours,


Walter H. Buck
Vice President

8-017A030

JAN 17 1978

10-

Washington, D. C.

Counterpart of H. Harrison Jr.

BAMERILEASE, INC.
BANK OF AMERICA CENTER
P.O. BOX 37070
SAN FRANCISCO, CALIFORNIA 94137

JAN 17 1978 -10 50 AM

INTERSTATE COMMERCE COMMISSION

January , 1978

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Section 20c Filing

Dear Mr. Secretary:

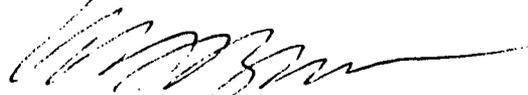
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Under the CSA Amendment and the Conditional Sale Agreement to which it relates the Company conveys full security title to and a security interest in the equipment described therein to the Agent in accordance with the Agreement.

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Very truly yours,



Walter H. Buck
Vice President

Counterpart

Interstate Commerce Commission
Washington, D.C. 20423

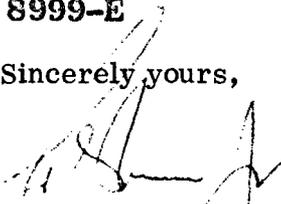
OFFICE OF THE SECRETARY

Mr. Walter H. Buck, Vice President
Bamerilease, Inc.
Bank of America Center
P.O. Box 37070
San Francisco, California 94137

Dear Mr. Walter H. Buck:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on January 17, 1978^{at} 10:50 am and assigned recordation number(s) 8999-E

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 8999-E Filed & Recorded

JAN 17 1978 -10 50 AM

INTERSTATE COMMERCE COMMISSION

Same as 8999-C

This Amendment Agreement (Conditional Sale Agreement) dated as of December 15, 1977, between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting as agent under a Finance Agreement dated as of July 1, 1977 (said trust company acting in said capacity being hereinafter called the Vendor and said Finance Agreement being hereinafter called the Finance Agreement) and BAMERILEASE, INC. (hereinafter called the Vendee).

WHEREAS the Vendor and the Vendee have heretofore entered into a Conditional Sale Agreement dated as of July 1, 1977 (hereinafter called the Conditional Sale Agreement), pursuant to which the Vendor has agreed to acquire from the Vendee security title to, and a security interest in the units of railroad equipment described in Annex A thereto.

WHEREAS the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on September 16, 1977, at 3:40 p.m., recordation number 8999-B.

WHEREAS the Vendor and the Vendee desire to amend certain provisions of the Conditional Sale Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. All references to the term "Equipment Purchase Agreement" in the Conditional Sale Agreement shall be deemed to refer to said Equipment Purchase Agreement as amended by an amendment thereto dated December 5, 1977.

2. Annex A to the Conditional Sale Agreement is hereby amended by adding thereto the additional units of new standard gauge railroad equipment specified in Annex A to this Amendment Agreement. All references to the term "Equipment" in the Conditional Sale Agreement shall be deemed to refer to the units of railroad equipment described in Annex A to the Conditional Sale Agreement as originally executed and the additional units of railroad equipment described in Annex A to this Amendment Agreement which, in each case, are accepted and delivered under the Equipment Purchase Agreement referred to above on or before December 31, 1977, and accepted, delivered and settled for under the Conditional Sale Agreement as hereby amended on or before January 31, 1978.

3. The first sentence of the second paragraph of Article 1 of the Conditional Sale Agreement is hereby amended by deleting therefrom the date "December 30, 1977" and substituting therefore the date "January 31, 1978".

4. The first paragraph of Article 3 of the Conditional Sale Agreement is hereby amended as follows:

(i) subparagraph (j) thereof is deleted in its entirety and there shall be substituted therefor a new subparagraph (j) reading as follows:

"(j) an opinion of Messrs. Osler, Hoskin and Harcourt, Canadian counsel for the Lessee, to the effect that (i) this Agreement, the Lease and the Assignment of Lease have been properly registered, recorded or filed in such of the mainland provinces of Canada (other than Nova Scotia, New Brunswick and Quebec) as shall be specified in such opinion, so as effectively to protect in such provinces the security title of the Vendor to the units of Equipment and its interest in the Lease, (ii) no other registration, recording or filing is required in order to protect in such provinces the title and interests of the Vendor in and to the Equipment and the Lease, and (iii) this Agreement, the Lease and the Assignment of Lease may be properly registered, recorded or filed within a period of 30 days after such Closing Date in the remaining mainland provinces of Canada (other than Nova Scotia, New Brunswick and Quebec) so as effectively to protect therein the security title of the Vendor to the units of Equipment and its interest in the Lease;"

(ii) there shall be added immediately after said new subparagraph (j) a new subparagraph (k) reading as follows:

"(k) a certificate of an officer of the Lessee to the effect that none of the units of the Equipment is located in any of the mainland provinces of Canada (other than Nova Scotia, New Brunswick and Quebec) in which the security title of the Vendor to the units of Equipment and its interest in the Lease are not effectively protected on such Closing Date (which certificate shall specify such provinces) and to the further effect that the Lessee undertakes that none of the units of Equipment will be used in such provinces

until the Lessee shall cause to be furnished to the Vendor and the Original Investor an opinion of Messrs. Osler Hoskin & Harcourt, Canadian counsel for the Lessee, to the effect that this Agreement, the Lease and the Assignment of Lease have been properly registered, recorded or filed in such provinces so as effectively to protect therein the security title of the Vendor to the units of Equipment and its interest in the Lease and no other further registration, recording or filing is required in order to protect in such provinces the title and interests of the Vendor in and to the Equipment and the Lease; and"

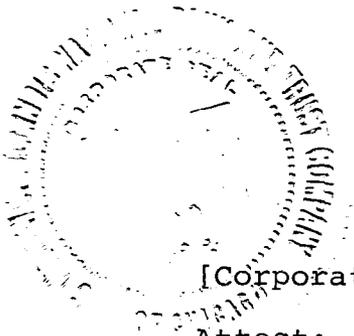
and

(iii) subparagraph (k) of the first paragraph of Article 3 of the Conditional Sale Agreement shall be relettered as subparagraph (l).

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Agent,

by Donald W. Gey
Vice President



[Corporate Seal]

Attest:

D. McRoberts
Trust Officer

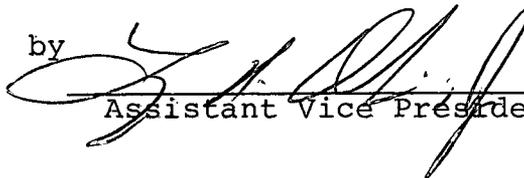
BAMERILEASE, INC.,

by



Vice President

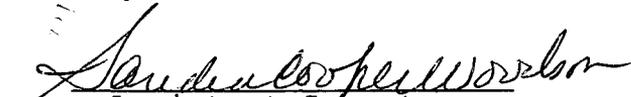
by

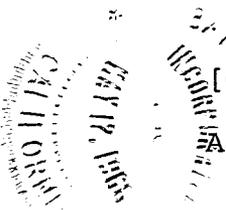


Assistant Vice President

[Corporate Seal]

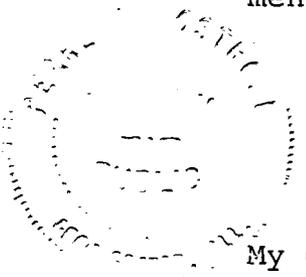
Attest:


Assistant Secretary



State of Illinois))
) ss.:
County of Cook)

On this ^{29th} day of December, 1977, before me personally appeared DONALD W. ALFVIN, to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.


Paul J. Petroff
Notary Public

My Commission expires 1/19/78

State of California)
) ss.:
City and County of San Francisco)

On this ^{27th} day of December, 1977, before me personally appeared Walter H. Buck and Logan D. Oliver, Jr., to me personally known, who, being by me duly sworn, says that they are Vice President and Assistant Vice President of BAMERILEASE, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said bank 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.



Mary L. Wilson
Notary Public

My Commission expires April 27, 1980

ANNEX A

Added

<u>Manufacturer</u>	<u>Description</u>	<u>Quantity</u>	<u>Serial Numbers (inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Month of Delivery</u>	<u>Specification</u>
North American Car Corporation	4000 Cu Ft Capacity PD Covered Hoppers	6	99944- 99949	\$ 45,000	\$ 270,000	Dec. 1977	BM4-32
North American Car Corporation	4000 Cu Ft Capacity PD Covered Hoppers	25	99950- 99974	45,000	1,125,000	Dec. 1977	BM4-33
North American Car Corporation	100-ton 34,000 Gal. Capacity Tank Cars	10	33402- 33411 ✓	43,000	430,000	Dec. 1977	2273
Union Tank Car Corporation	100-ton 17,000 Gal. Capacity Tank Cars	25	17600- 17624 ✓	32,500	812,500	Dec. 1977	NA-11
Union Tank Car Corporation	100-ton 21,000 Gal. Capacity Tank Cars	2	24327- 24328	35,500	71,000	Dec. 1977	NA-122
North American Car Corporation	3000 Cu Ft Capacity PD Covered Hoppers	13	93635- 93647	37,000	481,000	Dec. 1977	BM3-33
Union Tank Car Corporation	100-ton 23,000 Gal. Capacity Tank Cars	1	77013	37,500	37,500	Dec. 1977	NA-13