

No. 0-171A030
JUN 19 1980

Date _____

Fee \$10.00

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

ICC Washington, D. C.

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THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
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ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE

RECORDATION NO. 11188-12
Filed 1425

JUN 19 1980 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

White doc

June 19, 1980

Amendment Agreement Dated as of June 1, 1980
Amending Conditional Sale Agreement Filed Under
Recordation No. 11188 and Lease Filed under Recordation
No. 11188-B

Dear Madam:

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

Amendment Agreement dated as of June 1, 1980, among Burlington Northern Inc., as Lessee, Bameri-Lease Capital Corporation, as Vendee, Mercantile-Safe Deposit and Trust Company, as Agent, General Motors Corporation (Electro-Motive Division) and General Electric Company, as Builders.

The Amendment Agreement amends a Conditional Sale Agreement dated as of October 1, 1979, previously filed and recorded with the Interstate Commerce Commission on December 12, 1979, at 3:10 p.m., Recordation Number 11188 and a Lease of Railroad Equipment, dated as of October 1, 1979, previously filed and recorded as above with the Interstate Commerce Commission on December 12, 1979, at 3:10 p.m., Recordation Number 11188-B.

This is 11188-D

Quoted by [Signature]

RECEIVED
JUN 19 10 58 AM '80
I.C.C.
FEE OPERATION BR.

The Amendment Agreement amends Annex B to the Conditional Sale Agreement and Appendix A to Lease of Railroad Equipment to correct the road numbers of the units of railroad equipment as they appear on the schedules thereto.

→ Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11188-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for Burlington
Northern Inc.

Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423.

Encl.

Interstate Commerce Commission
Washington, D.C. 20423

6/19/80

OFFICE OF THE SECRETARY

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

Dear Sir:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/19/80 at 11:00am , and assigned re-
recording number (s) .11188-D & 11444-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

JUN 19 1980 - 11 00 AM

[CS&M Ref. 4657-003]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of June 1, 1980, between BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC., ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to correct the road numbers of the units of railroad equipment as they appear on the schedules thereto;

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

1. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement and § 18 of the Lease.

5. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by 

by  

[Corporate Seal]

Attest:


BURLINGTON NORTHERN INC.,

by _____
Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF CALIFORNIA,)
) ss.:
 COUNTY OF SAN FRANCISCO,)

On this *16th* day of June 1980, before me personally appeared *W.H. BUCK* and *J.C. STEPHENSON*, to me personally known, who, being by me duly sworn, say that they are *VICE PRESIDENT* and *ASSISTANT TREASURER*, respectively, of BAMERILEASE CAPITAL 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.



Mary L. Wilson

 Notary Public

My Commission expires *April 27, 1984*

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

On this _____ day of June 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

My Commission expires _____

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

On this day of June 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of June 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
 COUNTY OF ERIE,)

On this day of June 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric loco- motive	EMD	8087	La Grange, Illinois	150	BN 7206-7291 7924-7940 8090-8136	\$746,803.36	\$112,020,504	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric loco- motive	GE	3390G	Erie, Pennsyl- vania	40	BN 5087-5126	\$771,992.00	30,879,680	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

APPENDIX A

TO

LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric loco- motive	EMD	8087	La Grange, Illinois	150	BN 7206-7291 7924-7940 8090-8136	\$746,803.36	\$112,020,504	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric loco- motive	GE	3390G	Erie, Pennsyl- vania	40	BN 5087-5126	\$771,992.00	30,879,680	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of June 1, 1980, between BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC., ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to correct the road numbers of the units of railroad equipment as they appear on the schedules thereto;

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

1. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement and § 18 of the Lease.

5. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by

by

[Corporate Seal]

Attest:

BURLINGTON NORTHERN INC.,

by

RC Burt
Vice President and Treasurer

[Corporate Seal]

Attest:

G. J. Steinhilber
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this day of June 1980, before me personally appeared and to me personally known, who, being by me duly sworn, say that they are and respectively, of BAMERILEASE CAPITAL 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.

Notary Public

[Notarial Seal]
My Commission expires

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

On this 12th day of June 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

J. J. Dahedl

Notary Public

~~~~~  
J. J. DAHEDL  
NOTARY PUBLIC - MINNESOTA  
RAMSEY COUNTY  
[Notarial Seal] My Commission Expires Oct. 30, 1985  
~~~~~

My Commission expires

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric loco- motive	EMD	8087	La Grange, Illinois	150	BN 7206-7291 7924-7940 8090-8136	\$746,803.36	\$112,020,504	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric loco- motive	GE	3390G	Erie, Pennsyl- vania	40	BN 5087-5126	\$771,992.00	30,879,680	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

APPENDIX A

TO

LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric loco- motive	EMD	8087	La Grange, Illinois	150	BN 7206-7291 7924-7940 8090-8136	\$746,803.36	\$112,020,504	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric loco- motive	GE	3390G	Erie, Pennsyl- vania	40	BN 5087-5126	\$771,992.00	30,879,680	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of June 1, 1980, between BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC., ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to correct the road numbers of the units of railroad equipment as they appear on the schedules thereto;

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

1. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement and § 18 of the Lease.

5. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by

by

[Corporate Seal]

Attest:

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by



Assistant Vice President

[Corporate Seal]

Attest:



Corporate Trust Officer

GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this _____ day of June 1980, before me personally appeared _____ and _____ to me personally known, who, being by me duly sworn, say that they are _____ and _____ respectively, of BAMERILEASE CAPITAL 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.

Notary Public

[Notarial Seal]

My Commission expires _____

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

On this _____ day of June 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires _____

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

On this *11th* day of June 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Patricia A. Gilow
 Notary Public

[Notarial Seal]

My Commission expires *7-1-82*

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

On this day of June 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of June 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric loco- motive	EMD	8087	La Grange, Illinois	150	BN 7206-7291 7924-7940 8090-8136	\$746,803.36	\$112,020,504	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric loco- motive	GE	3390G	Erie, Pennsyl- vania	40	BN 5087-5126	\$771,992.00	30,879,680	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

APPENDIX A

TO

LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric loco- motive	EMD	8087	La Grange, Illinois	150	BN 7206-7291 7924-7940 8090-8136	\$746,803.36	\$112,020,504	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric loco- motive	GE	3390G	Erie, Pennsyl- vania	40	BN 5087-5126	\$771,992.00	30,879,680	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of June 1, 1980, between BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC., ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to correct the road numbers of the units of railroad equipment as they appear on the schedules thereto;

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

1. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement and § 18 of the Lease.

5. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by

by

[Corporate Seal]

Attest:

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),

by P.K. Hoglund
Vice President

[Corporate Seal]

Attest: [Signature]
Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

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

On this day of June 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

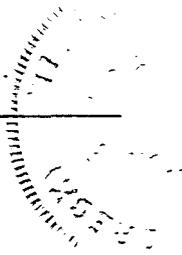
[Notarial Seal]

My Commission expires

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

On this 11th day of June 1980, before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

J. K. Lorecki
Notary Public



[Notarial Seal]

My Commission expires
September 18, 1983

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this _____ day of June 1980, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric loco- motive	EMD	8087	La Grange, Illinois	150	BN 7206-7291 7924-7940 8090-8136	\$746,803.36	\$112,020,504	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric loco- motive	GE	3390G	Erie, Pennsyl- vania	40	BN 5087-5126	\$771,992.00	30,879,680	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

APPENDIX A

TO

LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric loco- motive	EMD	8087	La Grange, Illinois	150	BN 7206-7291 7924-7940 8090-8136	\$746,803.36	\$112,020,504	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric loco- motive	GE	3390G	Erie, Pennsyl- vania	40	BN 5087-5126	\$771,992.00	30,879,680	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of June 1, 1980, between BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC., ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to correct the road numbers of the units of railroad equipment as they appear on the schedules thereto;

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

1. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement and § 18 of the Lease.

5. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by

by

[Corporate Seal]

Attest:

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

R. M. Moray

MANAGER-MARKETING
LOCOMOTIVE MARKETING DEPARTMENT

[Corporate Seal]

Attest:

aa

Attesting Secretary
Campbell

STATE OF CALIFORNIA,)
) ss.:
 COUNTY OF SAN FRANCISCO,)

On this day of June 1980, before me personally appeared and to me personally known, who, being by me duly sworn, say that they are and respectively, of BAMERILEASE CAPITAL 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of June 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of June 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this 16th day of June 1980, before me personally appeared R.D. Morey, to me personally known, who, being by me duly sworn, says that he is a Manager - Marketing Locomotive Marketing Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Judy Crandell
Notary Public

Judy Crandell, Notary Public
Lawrence Park Twp., Erie County, Penna.
My Commission Expires Jan. 16, 1984

[Notarial Seal]

My Commission expires

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Time and Place of Delivery</u>
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				<u>190</u>			<u>\$142,900,184</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

APPENDIX A

TO

LEASE

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