

B13

Rec. No 11188-F

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN OHIO
* ALSO ADMITTED IN MARYLAND

OF COUNSEL
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

RECORDATION NO. 11188-F

JAN 19 1989 12 45 PM
INTERSTATE COMMERCE COMMISSION

January 19, 1989

JAN 19 12 38 PM '89

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. 9-019A028

Date JAN 19 1989

Fee \$ 13.00

ICC Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are six (6) original executed copies of an Amendment Agreement No. 3 dated as of November 30, 1988, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document amends a Lease of Railroad Equipment dated as of October 1, 1979 (the "Lease") which was filed and recorded with the Interstate Commerce Commission on December 12, 1979 at 3:10 p.m. and assigned Recordation Number 11188-B.

The names and addresses of the parties executing the enclosed document are:

Burlington Northern Railroad Company (formerly
Burlington Northern Inc.)
176 East Fifth Street
St. Paul, Minnesota 55101

Mercantile-Safe Deposit and Trust Company
P.O. Box 2258
Baltimore, Maryland 21203

BameriLease Capital Corporation
P.O. Box 37009
San Francisco, California 94137

Handwritten signatures and notes on the left margin, including "C.T. Kempler" and a large signature.

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
January 19, 1989
Page Two

A description of the railroad equipment covered by the enclosed document is set forth in Appendix A to the Lease, as previously amended of record.

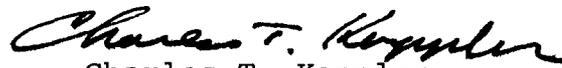
Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return five (5) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amendment Agreement No. 3 dated as of November 30, 1988 executed by Burlington Northern Railroad Company (formerly Burlington Northern Inc.), Mercantile-Safe Deposit and Trust Company and BameriLease Capital Corporation covering locomotives bearing BN marks and numbers.

Very truly yours,


Charles T. Kappler

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/19/89

OFFICE OF THE SECRETARY

Charles T. Kappler

Alvord & Alvord

918 16th St. N.W.

Washington, D.C. 20008

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 1/19/89 at 12:45pm, and assigned recordation number(s). 11444-E, 11188-F & 11961-E

Sincerely yours,

Narita L. McLee

Secretary

Enclosure(s)

11188-F
RECORDATION NO. 11188-F
JAN 19 1989 12 45 PM
INTERSTATE COMMERCE COMMISSION

RAILROAD COMPANY

AMENDMENT AGREEMENT No. 3 dated as of November 30, 1988, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), BAMERILEASE CAPITAL CORPORATION ("Vendee")

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

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

WHEREAS Vendee, Lessee, Agent and General Motors Corporation (Electro-Motive Division) and General Electric Company ("Builders") have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1");

WHEREAS, Vendee, Lessee, Agent and Builders have entered into Amendment Agreement No. 2 dated as of August 1, 1980 ("Amendment Agreement No. 2");

WHEREAS the 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-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 Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June 19, 1980, at 11:00 a.m., and was assigned recordation number 11188-D, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on June 23, 1980, at 10:10 a.m.;

WHEREAS, Amendment No. 2 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on August 20, 1980, at 12:00 Noon, and was assigned recordation number 11188-E, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on August 21, 1980, at 9:58 a.m.;

WHEREAS, Vendee and Lessee have entered into a letter agreement dated December 3, 1980 (the "Letter"), a copy of which is attached as Exhibit A;

WHEREAS the parties hereto desire to amend the Lease;

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

1. §3.1(1) of the Lease is hereby amended and restated in its entirety as follows:

"(1) As rental for each Unit subject to this Lease, the Lessee agrees to pay the Lessor 20 consecutive annual payments payable, in arrears, on December 30 in each year, commencing December 30, 1981, to and including December 30, 2000. The 20 annual rental payments shall each be in an amount equal to the basic lease rate set forth in Appendix B-1 hereto for the applicable payment date multiplied by the Purchase Price (as defined in Paragraph 4.1 of the Conditional Sale Agreement) of each Unit."

2. The first sentence of §16.1 of the Lease is amended and restated in its entirety as follows:

"Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may by written notice delivered to the Lessor not less than 180 days prior to the end of the original term elect to extend such original term of this Lease in respect of all but not less than all the Units of either type or both types then covered by this Lease, for an additional two-year period commencing on the scheduled expiration of such original term of this Lease."

3. Appendices B-1 and C to the Lease are hereby amended and restated in their entirety as shown in Exhibit B hereto.

4. The Lease Assignment is hereby amended to permit the foregoing amendments to the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement No. 3 to be filed and recorded in accordance with the provisions of §18 of the Lease.

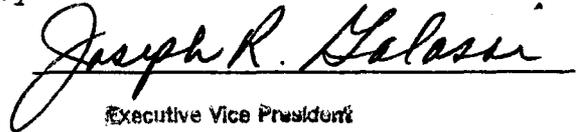
6. Except as amended hereby and by Amendment Agreement No. 1, Amendment No. 2 and the Letter, the Lease and the Lease Assignment shall remain in full force and effect.

7. This Amendment Agreement No. 3 may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Agent shall be deemed the original and all other counterparts shall be deemed duplicates thereof.

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.

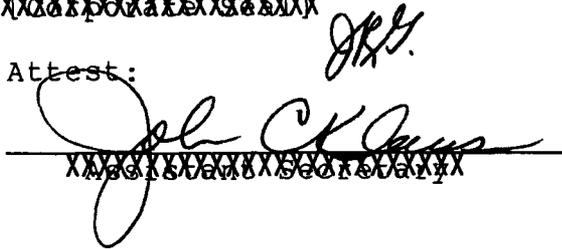
BURLINGTON NORTHERN RAILROAD COMPANY,
FORMERLY
BURLINGTON NORTHERN INC.,

by


Executive Vice President

XXXXXXXXXXXXXXXXXXXX

Attest:


XXXXXXXXXXXXXXXXXXXX
Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by



Vice President

[Corporate Seal]

Attest:



Corporate Trust Officer



BAMERILEASE CAPITAL CORPORATION

by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

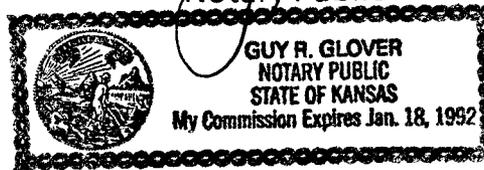
STATE OF KANSAS,)
) ss.:
COUNTY OF JOHNSON,)

On this 21st day of December, 1988, before me personally appeared Joseph R. Galassi, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of BURLINGTON NORTHERN RAILROAD COMPANY, 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)

Guy R. Glover
Notary Public



My Commission expires

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

On this 29th day of December, 1988, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a 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. Cour
Notary Public

(Notarial Seal)

My Commission expires

7-1-90

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

On this 7th day of December 1988, before me personally appeared A. Paul Goetze, to me personally known, who, being by me duly sworn, say that he is the Vice President 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.

Jarvie Olmos
Notary Public

[Notarial Seal]

My Commission expires July 19, 1991



BANKAMERILEASE GROUP

BANKAMERICA COMPANIES

555 CALIFORNIA STREET, SAN FRANCISCO, CA 94104, (415) 953-1644

D. C. (MAX) BLACKWOOD
Assistant Vice President

December 3, 1980

Mr. Raymond C. Burton
Vice President & Treasurer
BURLINGTON NORTHERN INC.
176 East Fifth Street
St. Paul, MN 55101

Dear Ray:

As per the Lease Agreement, 1980 First Half, dated October 1, 1979, between yourselves and BameriLease Capital Corporation covering Locomotives, we are hereby notifying you of an increase in the rentals. See the Amended Appendix B-1 to the Lease attached. In addition we have included an Amended Appendix C to the Lease revising the related Casualty Values.

As per Section 3.1(2) of the Lease Agreement, if for any reason any Units are settled for other than as assumed, then the basic lease rates will be adjusted to at least equal the previously contemplated Net Economic Return.

The planned settlement dates and amounts were as follows:

| <u>Assumed Settlement Date</u> | <u>Assumed Settlement Amount</u> | <u>Assumed Investors' Funds</u> | <u>Assumed Lessor's Funds</u> |
|--|--|---|---------------------------------------|
| 1/30/80 | \$17,862,523.00 | \$13,307,579.62 | \$ 4,554,943.38 |
| 2/20/80 | 17,862,523.00 | 13,307,579.62 | 4,554,943.38 |
| 3/14/80 | 17,862,523.00 | 13,307,579.62 | 4,554,943.38 |
| 4/08/80 | 17,862,523.00 | 13,307,579.62 | 4,554,943.38 |
| 5/07/80 | 17,862,523.00 | 13,307,579.62 | 4,554,943.38 |
| 5/27/80 | 17,862,523.00 | 13,307,579.62 | 4,554,943.38 |
| 6/19/80 | 17,862,523.00 | 13,307,579.62 | 4,554,943.38 |
| 7/08/80 | 17,862,523.00 | 13,307,579.66 | 4,554,943.34 |
| | <u>\$142,900,184.00</u> | <u>\$106,460,637.00</u> | <u>\$36,439,547.00</u> |



The actual settlement dates and amounts were as follows:

| <u>Actual Settlement Date</u> | <u>Actual Settlement Amount</u> | <u>Actual Investors' Funds</u> | <u>Actual Lessor's Funds</u> |
|---------------------------------------|---|--|--------------------------------------|
| 1/30/80 | \$13,307,579.62 | \$13,307,579.62 | |
| 2/13/80 | 1,921,827.96 | | \$ 1,921,827.96 |
| 2/20/80 | 13,307,579.62 | 13,307,579.62 | |
| 2/28/80 | 1,729,932.99 | | 1,729,932.99 |
| 3/14/80 | 15,041,130.81 | 13,307,579.62 | 1,733,551.19 |
| 4/08/80 | 18,123,095.02 | 13,307,579.62 | 4,815,515.40 |
| 4/29/80 | 5,250,591.03 | | 5,250,591.03 |
| 5/07/80 | 13,307,579.62 | 13,307,579.62 | |
| 5/27/80 | 13,307,579.62 | 13,307,579.62 | |
| 5/29/80 | 5,050,904.68 | | 5,050,904.68 |
| 6/24/80 | 5,605,300.71 | | 5,605,300.71 |
| 7/08/80 | 20,572,806.57 | 14,416,323.94 | 6,156,482.63 |
| | <u>\$126,525,908.25</u> | <u>\$94,261,801.66</u> | <u>\$32,264,106.59</u> |

Such basic lease rates were also calculated on the assumption that:

- (i) The amount of interim interest would not exceed 1.88% of the aggregate Purchase Price;
- (ii) the amount of the commitment fee and interest thereon would not exceed 0.17% of the aggregate Purchase Price; and
- (iii) the amount of the fees and expenses would not exceed \$64,200.

Actual expenses were as follows:

- (i) Interim interest was 5.33067% of aggregate Purchase Price;
- (ii) commitment fee was 0.2344% of aggregate Purchase Price; and
- (iii) fees and expenses were \$85,296.86.

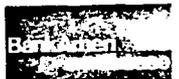
If you should have any questions, please do not hesitate to call me.

Cordially,



D. C. Blackwood
Assistant Vice President

DCB:io
ATTACHMENTS



APPENDIX B-1 TO LEASE

| <u>Date</u> | <u>Percentage of Purchase Price*</u> |
|-------------|--|
| 12/30/81 | 7.8904209 |
| 12/30/82 | 7.8904209 |
| 12/30/83 | 7.8904209 |
| 12/30/84 | 7.8904209 |
| 12/30/85 | 7.8904209 |
| 12/30/86 | 7.8904209 |
| 12/30/87 | 9.6438477 |
| 12/30/88 | 9.6438477 |
| 12/30/89 | 9.6438477 |
| 12/30/90 | 9.6438477 |
| 12/30/91 | 9.6438477 |
| 12/30/92 | 9.6438477 |
| 12/30/93 | 9.6438477 |
| 12/30/94 | 9.6438477 |
| 12/30/95 | 9.6438477 |
| 12/30/96 | 9.6438477 |

*As defined in paragraph 4.1 of the Conditional
Sale Agreement.

APPENDIX C TO LEASE

| <u>Casualty Payment Dates</u> | <u>Percentage of Purchase Price*</u> |
|-----------------------------------|--|
| 12/30/80 and before | 88.6746391 |
| 6/30/81 | 93.1152080 |
| 12/30/81 | 89.7995287 |
| 6/30/82 | 93.8759719 |
| 12/30/82 | 90.1272500 |
| 6/30/83 | 93.8619668 |
| 12/30/83 | 89.7816418 |
| 6/30/84 | 93.2002505 |
| 12/30/84 | 88.8151030 |
| 6/30/85 | 91.9677579 |
| 12/30/85 | 87.3083236 |
| 6/30/86 | 90.2427705 |
| 12/30/86 | 85.3439055 |
| 6/30/87 | 88.0956671 |
| 12/30/87 | 81.2511313 |
| 6/30/88 | 83.7611877 |
| 12/30/88 | 76.6736870 |
| 6/30/89 | 78.8634418 |
| 12/30/89 | 71.6005356 |
| 6/30/90 | 73.6073404 |
| 12/30/90 | 66.1152786 |
| 6/30/91 | 67.9242478 |
| 12/30/91 | 60.2393824 |
| 6/30/92 | 61.8339191 |
| 12/30/92 | 53.9944163 |
| 6/30/93 | 55.4265300 |
| 12/30/93 | 47.4625109 |
| 6/30/94 | 48.7868238 |
| 12/30/94 | 40.7125852 |
| 6/30/95 | 41.9375715 |
| 12/30/95 | 33.7620030 |
| 6/30/96 | 34.8982476 |
| 12/30/96 | 26.6319421 |
| 6/30/97 | 27.6730419 |
| 12/30/97 | 25.1306685 |
| 6/30/98 | 26.1116683 |
| 12/30/98 | 23.5067938 |
| 6/30/99 | 24.4227952 |
| 12/30/99 | 21.7503257 |
| 6/30/2000 | 22.5960320 |
| 12/30/2000 | 20.0000000 |

* As defined in paragraph 4.1 of the Conditional Sale Agreement.

EXHIBIT B

APPENDIX B-1 TO LEASE DATED AS OF OCTOBER 1, 1979

| <u>Date</u> | <u>Percentage of Purchase Price*</u> |
|---------------|--|
| 12/30/81..... | 7.8904209 |
| 12/30/82..... | 7.8904209 |
| 12/30/83..... | 7.8904209 |
| 12/30/84..... | 7.8904209 |
| 12/30/85..... | 7.8904209 |
| 12/30/86..... | 7.8904209 |
| 12/30/87..... | 9.6438477 |
| 12/30/88..... | 9.0913625 |
| 12/30/89..... | 7.9767578 |
| 12/30/90..... | 8.4998770 |
| 12/30/91..... | 8.5226658 |
| 12/30/92..... | 8.5226658 |
| 12/30/93..... | 8.5226658 |
| 12/30/94..... | 8.5226658 |
| 12/30/95..... | 8.5226658 |
| 12/30/96..... | 8.5226658 |
| 12/30/97..... | 8.5226658 |
| 12/30/98..... | 8.5226658 |
| 12/30/99..... | 8.5226658 |
| 12/30/00..... | 8.5226658 |

*As defined in paragraph 4.1 of the Conditional Sale Agreement.

APPENDIX C TO LEASE DATED AS OF OCTOBER 1, 1979

| Casualty Payment Dates | <u>Percentage of Purchase Price*</u> |
|------------------------------|--|
| 12/30/80 and before..... | 88.6746391 |
| 6/30/81..... | 93.1152080 |
| 12/30/81..... | 89.7995287 |
| 6/30/82..... | 93.8759719 |
| 12/30/82..... | 90.1272500 |
| 6/30/83..... | 93.8619668 |
| 12/30/83..... | 89.7816418 |
| 6/30/84..... | 93.2002505 |
| 12/30/84..... | 88.8151030 |
| 6/30/85..... | 91.9677579 |
| 12/30/85..... | 87.3083236 |
| 6/30/86..... | 90.2427705 |
| 12/30/86..... | 85.3439055 |
| 6/30/87..... | 88.0956671 |
| 12/30/87..... | 81.2511313 |
| 6/30/88..... | 83.7611877 |
| 12/30/88..... | 78.5260870 |
| 6/30/89..... | 81.3777115 |
| 12/30/89..... | 76.3635920 |
| 6/30/90..... | 79.0478062 |
| 12/30/90..... | 73.1980011 |
| 6/30/91..... | 75.4633916 |
| 12/30/91..... | 69.3266668 |
| 6/30/92..... | 71.4340238 |
| 12/30/92..... | 65.1453237 |
| 6/30/93..... | 67.1018047 |
| 12/30/93..... | 60.6638459 |
| 6/30/94..... | 62.4680384 |
| 12/30/94..... | 55.8747349 |
| 6/30/95..... | 57.5168692 |
| 12/30/95..... | 50.7582242 |
| 6/30/96..... | 52.2276743 |
| 12/30/96..... | 45.2924660 |
| 6/30/97..... | 46.5770813 |
| 12/30/97..... | 39.4525639 |
| 6/30/98..... | 40.5787700 |
| 12/30/98..... | 33.2915648 |
| 6/30/99..... | 34.2506896 |
| 12/30/99..... | 26.7918932 |
| 6/30/00..... | 27.5747926 |
| 12/30/00 and thereafter..... | 20.0000000 |

*As defined in paragraph 4.1 of the Conditional Sale Agreement