

CRAVATH, SWAINE & MOORE

11444-E

ONE CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005

AUG 20 1980 - 12 22 AM

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TELEX
RCA 233663
WUD 125547
WUI 620976

MAURICE T. MOORE
WILLIAM B. MARSHALL
RALPH L. McAFEE
ROYALL VICTOR
HENRY W. deKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY

DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE

COUNSEL
CARLYLE E. MAW
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

ROSWELL L. GILPATRICK
L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-806-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

No.

233A032

Date AUG 20 1980

Fee \$ 10.00

ICC Washington, D. C.

August 19, 1980

Amendment Agreement Dated as of August 1, 1980
Amending Conditional Sale Agreement Filed under
Recordation No. 11444 and Lease Filed under Recordation
No. 11444-B

This one is 11444-E

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 August 1, 1980, among Burlington Northern Inc. as Lessee, Bameri-Lease, Inc., as Vendee, Mercantile-Safe Deposit and Trust Company, as Agent, and General Motors Corporation (Electro-Motive Division), as Builder.

The Amendment Agreement amends a Conditional Sale Agreement dated as of January 2, 1980, previously filed and recorded with the Interstate Commerce Commission on February 1, 1980, at 11:00 a.m., Recordation Number 11444, and a Lease of Railroad Equipment dated as of January 2, 1980, previously filed and recorded as above with the Interstate Commerce Commission on February 1, 1980, at 11:00 a.m., Recordation Number 11444-B.

Comptroller of the Court

RECORDED
AUG 20 11 59 AM '80

The Amendment Agreement amends the Conditional Sale Agreement and the Lease to include appropriate cross-reference to certain related documents.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11444-E.

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.

11444-E

RECORDATION NO. 11444-E

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. Filed & Recorded

AUG 23 1980 2:20 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 4657-003B]

AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE, INC. ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of January 2, 1980 ("Conditional Sale Agreement");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of January 2, 1980 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

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 February 1, 1980, at 11:00 a.m. and were assigned recordation numbers 11444, 11444-A, 11444-B and 11444-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 February 4, 1980, at 9:40 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 11444-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 the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate cross-reference to certain related documents;

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

1. Paragraph 4.3(a) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(a) on the Closing Date with respect to each Group, an amount equal to 26.13802% of the aggregate Purchase Price of the units of Equipment in such Group; and"

2. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of October 1, 1979, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

3. The proviso in § 4.2 of the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. Clause (ii) of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980,

providing for the lease of 235 locomotives (less the number leased hereunder),"

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. 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.

7. 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.

8. Except as amended hereby and by Amendment Agreement No. 1, 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, INC.,

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. Haglund
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

1110

[CS&M Ref. 4657-003B]

AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE, INC. ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of January 2, 1980 ("Conditional Sale Agreement");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of January 2, 1980 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

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 February 1, 1980, at 11:00 a.m. and were assigned recordation numbers 11444, 11444-A, 11444-B and 11444-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 February 4, 1980, at 9:40 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 11444-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 the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate cross-reference to certain related documents;

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

1. Paragraph 4.3(a) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(a) on the Closing Date with respect to each Group, an amount equal to 26.13802% of the aggregate Purchase Price of the units of Equipment in such Group; and"

2. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of October 1, 1979, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

3. The proviso in § 4.2 of the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. Clause (ii) of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980,

providing for the lease of 235 locomotives (less the number leased hereunder),"

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. 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.

7. 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.

8. Except as amended hereby and by Amendment Agreement No. 1, 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, INC.,

by

by

[Corporate Seal]

Attest:

BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

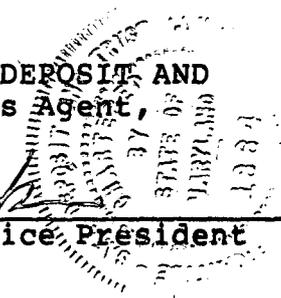
Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

[Signature]
Assistant Vice President



[Corporate Seal]

Attest:

[Signature]

Corporate Trust Officer

GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

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

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

[CS&M Ref. 4657-003B]

AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE, INC. ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of January 2, 1980 ("Conditional Sale Agreement");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of January 2, 1980 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

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 February 1, 1980, at 11:00 a.m. and were assigned recordation numbers 11444, 11444-A, 11444-B and 11444-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 February 4, 1980, at 9:40 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 11444-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 the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate cross-reference to certain related documents;

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

1. Paragraph 4.3(a) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(a) on the Closing Date with respect to each Group, an amount equal to 26.13802% of the aggregate Purchase Price of the units of Equipment in such Group; and"

2. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of October 1, 1979, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

3. The proviso in § 4.2 of the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. Clause (ii) of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980,

providing for the lease of 235 locomotives (less the number leased hereunder),"

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. 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.

7. 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.

8. Except as amended hereby and by Amendment Agreement No. 1, 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, INC.,

by

by

[Corporate Seal]

Attest:

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

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

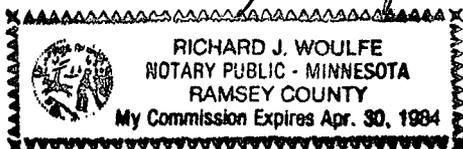
On this 12th day of August 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said 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.

Richard J. Woulfe

Notary Public

[Notarial Seal]

My Commission expires _____



AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE, INC. ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of January 2, 1980 ("Conditional Sale Agreement");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of January 2, 1980 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 2, 1980 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of January 2, 1980 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

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 February 1, 1980, at 11:00 a.m. and were assigned recordation numbers 11444, 11444-A, 11444-B and 11444-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 February 4, 1980, at 9:40 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 11444-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 the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate cross-reference to certain related documents;

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

1. Paragraph 4.3(a) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(a) on the Closing Date with respect to each Group, an amount equal to 26.13802% of the aggregate Purchase Price of the units of Equipment in such Group; and"

2. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of October 1, 1979, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

3. The proviso in § 4.2 of the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. Clause (ii) of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980,

providing for the lease of 235 locomotives (less the number leased hereunder),"

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of October 1, 1979, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. 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.

7. 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.

8. Except as amended hereby and by Amendment Agreement No. 1, 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, INC.,

by [Signature] Vice President
by [Signature] Asst. Treasurer

[Corporate Seal]

Attest:

[Signature]

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

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

On this 1st day of August 1980, before me personally appeared W.H. Buck and Cullen Coates, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Treasurer, respectively, 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 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.



Gail R. Halloran
 Notary Public

555 California St. 4th Floor, San Francisco, CA 94104
 My Commission expires 4/10/84

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

On this _____ day of August 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 August 1980, before me personally appeared Russell 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of August 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