

OSTER
Researching Services
12897 Colonial Dr • Mt Airy, Md 21771
301-253-6040

1-135A001

May 15, 1991

~~RECORDED~~ 17225-14
FEB 1991

MAY 15 1991 -9 45 AM
INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Please find enclosed a Lease Amendment Agreement dated January 15, 1991, between the following parties:

Lessor: General Motors Corporation.
Electro-Motive Division
LaGrange, IL 60525

Lessee: Burlington Northern Railroad Co.
St. Paul, MN

Please file this agreement as a supplemental document to ICC Recordation #17225. The filing fee of \$15 is enclosed. Thank you for your assistance.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

MAY 15 9 37 AM '91
MOTOR OPERATING UNIT

C. [unclear] May 20 1991

Interstate Commerce Commission
Washington, D.C. 20423

5/15/91

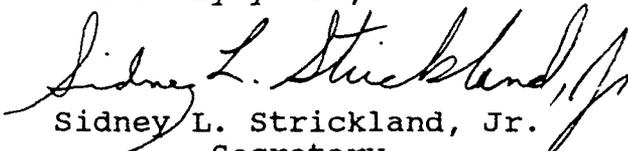
OFFICE OF THE SECRETARY

Mary A. Oster
Research Consultant
Oster Researching Services
12897 Colonial Drive
Mt Airy, Maryland 21771

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 5/15/91 at 9:45am, and assigned recordation number(s). 17225-A & 17308

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

LEASE AMENDMENT

MAY 15 1991 -9 45 AM

INTERSTATE COMMERCE COMMISSION

This LEASE AMENDMENT modifies the LEASE AGREEMENT between the undersigned parties dated January 15, 1991 as follows:

- (i) The first paragraph of Section 1 is hereby deleted and the following inserted in lieu thereof:

User agrees to rent from Owner on a daily basis each of the locomotives described in Exhibit I hereto, hereby made part hereof, together with all additions and accessories incorporated therein and/or affixed thereto (the "Locomotives") for a period beginning on the date each is delivered hereunder until (a) July 31, 1991, (b) the date each is purchased by User or its designee, or (c) the date each is returned pursuant to Section 18 hereof, whichever shall first occur.

- (ii) The text of the first paragraph of Section 2 following the words "Exhibit II" is hereby deleted and the following inserted in lieu thereof:

In the event the Average Rental Term for all Locomotives is 90 days or less, the Daily Rental for all Locomotives shall be computed in accordance with the following formula:

$$R = \frac{(X\%) (\$ \text{ Invoice Price})}{365}$$

where R = the daily rental of all Locomotives;

X = the prime or base rate of interest announced by a majority of the 12 largest U. S. banks on such date; and

Invoice Price = the price of all Locomotives determined in accordance with that certain

Agreement dated February 2, 1989 (the "Conditional Purchase Agreement").

In the event the Average Rental Term for all Locomotives is greater than ninety (90) days, the Daily Rent for all Locomotives for the first ninety (90) days shall be computed in accordance with the foregoing formula and the Daily Rental for Excess Locomotive Days (i.e. the total number of Locomotives multiplied by the Average Rental Term in excess of ninety (90) days) shall be computed in accordance with the following formula:

$$ER = \frac{(X\%) (\$ \text{ Invoice Price})}{365}$$

where ER = the daily rental of all Locomotives for each Excess Locomotive Day;

X = the prime or base rate of interest announced by a majority of the 12 largest U. S. banks on the Rent Commencement Date, plus .375%; and

Invoice Price = the price determined in accordance with the Conditional Purchase Agreement.

All rent shall be payable at lease termination with respect to all Locomotives.

(iii) Exhibit I to the Lease Agreement is hereby amended to include Road Number 1991 in lieu of Road Number 9299.

All other terms and conditions of said Lease Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment by their duly authorized representatives as of the date indicated below their respective signatures.

ELECTRO-MOTIVE DIVISION

GENERAL MOTORS CORPORATION

Kenan

Asst. Secretary

BURLINGTON NORTHERN RAILROAD COMPANY

Donald W. Henderson

VP TECH, ENG & MTCE

State of Illinois)
County of Cook) ss.

On this 23rd day of April, 1991, before me personally appeared Keith A. McCanless, to me personally known, who, being by me duly sworn, did say that he is an Assistant Secretary of Electro-Motive Division, General Motors Corporation, that the instrument was signed on behalf of such 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 such corporation.

Juanita Acantilado
Notary Public

My commission expires:

April 17, 1992



State of Kansas)
County of Johnson) ss.

On this 1st day of May, 1989, before me personally appeared Donald W. Henderson, to me personally known, who, being by me duly sworn, did say that he is a VP TECH, ENG & MTCE of _____, that the instrument was signed on behalf of such 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 such corporation.

Gen J. Gassman
Notary Public

My commission expires:

12-28-94

