

RECORDATION NO. 13923-A
Filed 1425

13923-A

JUL 29 1983 12 40 PM

RECEIVED

INTERSTATE COMMERCE COMMISSION

JUL 29 12 05 PM '83

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

I. C. C.
FEE OPERATION BR.

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(b) of Title 49 of the U.S. Code are the original and three counterparts of a First Amendment and Supplement dated as of June 30, 1983 to an Equipment Lease dated as of December 15, 1982. This First Amendment and Supplement to Equipment Lease is a secondary document. The primary Equipment Lease was recorded with the Interstate Commerce Commission on January 25, 1983 at 11:20 A.M. and was assigned recordation number 13923.

A general description of the railroad maintenance of way equipment covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties to the First Amendment and Supplement to Equipment Lease are as follows:

Lessor: The Bank of New York, as Trustee
21 West Street
New York, New York 10015

Lessee: Burlington Northern Railroad
Company
c/o Burlington Northern Inc.
1111 Third Avenue
Seattle, Washington 98101

08 10 1983

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and two copies of the First Amendment and Supplement to Equipment Lease to Michael G. McGee, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

No. JUL 29 1983
Date
Fee \$ 10.00

Washington, D. C.

Account kept for - C.T. Kaplan

First Amendment and Supplement to Equipment Lease
between The Bank of New York, as Trustee, as Lessor, 21 West
Street, New York, New York 10015, and Burlington Northern Railroad
Company, as Lessee, 1111 Third Avenue, Seattle, Washington 98101,
covering 187 items of maintenance of way equipment.

Very truly yours,

THE BANK OF NEW YORK,
as trustee

By *A. W. Tolson*
Its ASSISTANT VICE PRESIDENT
LESSOR AS AFORESAID

Schedule 1

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Manufacturer</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Purchase Price</u>	<u>Identification Numbers</u>
Holley Engr. Co.	A. Holley Model 45 Plate Plucker w/Conveyor	5	\$ 92,715.	X85-0013 0014 0015 0016 0017
	B. Holley Model 49 Spike Plucker	2	39,500.	X89-0001 0002
Tamper	A. Model ES Switch Tamper Mark 2	9	779,338.35	X56-0106-0107 0108-0109 0110-0111 0112-0113 0114
	B. Model ESTR-13G Mark III Tamper	10	1,557,056.80	X54-0124-0125 0126-0127 0129-0130 0131-0132 0133-0134
	C. Model EA Mark I Tamper	4	317,440.	X53-0042 0043 0044 0045
	D. Model GO-4 Trac-Gopher	3	371,412.87	X80-0010 0011 0012
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	B. Racine "Duel Anchor Fast" Anchor Applicator	2	70,540.	X1-0134 0135
Fairmont Rwy. Mtrs. Inc.	A. Fairmont Mod. W-104 Tip Plug Inserter	4	58,234.40	X62-0026 0027 0028 0029
	B. Mod. W 114 C Tie Shear	10	726,326.24	X40-0067-0068 0069-0070 0071-0072 0077-0078 0079-0080

<u>Manufacturer</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Purchase Price</u>	<u>Identification Numbers</u>
(continued)				
Fairmont Rwy. Motors, Inc.	C. Mod. W 113 Duel Spike Puller	6	\$ 122,437.23	X47-0175-0176 0177-0178 0179-0180
	D. Mod. W 119-B Tie Inserter	3	215,945.73	X61-0037 0038 0039
Rexnord Inc.	A. Nordberg "CZ" Adzer	4	121,691.86	X3-0112-0113 0014-0015
	B. Nordberg "BP" Mechanical Spike Puller	2	58,788.	X47-0173 0174
	C. Nordberg Rail Gang Spikes	14	\$1,022,420.	X44-0087-0088 0089-0090 0091-0092 0093-0094 0095-0096 0097-0098 0099-0100
Rwy. Track Work	A. Mod. DWDS-4 Anchor Cribber	2	35,490.	X18-0068-0069
	B. Mod. 2181-B Bridge Cranes	21	761,857.60	X17-0016-0017 0018-0019 0020-0021 0022-0023 0024-0025 0028-0029 0030-0031 0032-0033 0034-0035 0036-0037 0038
	C. Mod. 2170-A Tie Handlers	8	247,030.35	X60-0129-0130 0131-0132 0133-0134 0135-0136
Air Power Equip.	Ing. Rand Mod. 365 Air Compressor	4	66,136.	X2-5530 5531 5532 5533
D.J. Hogan & Co.	Mod "D" Hydraulic Tie Gong Spiker	14	988,260.	X44-0103-0104-0105 0106-0107-0108 0110-0111 0112-0113-0114 0015-0116-0117

<u>Manufacturer</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Purchase Price</u>	<u>Identification Numbers</u>
Pettibone Corp.	Pettibone 441-B Loader Speed Swing	3	\$ 270,000.	X24-0174 0175 0176
Kershaw Mfg. Co,	A. Mod. 35-8 Dbl. Broom	2	134,050.	X5-0025 0026
	B. Mod.16-1 Brush Type Cribber	4	42,948.	X18-0064 0065 0066 0067
	C. Mod. 44-1 Rotary Scarifier	11	594,643.50	X42-0065-0066-0067 0068-0069-0070 0071-0072-0073 0074-0075
	D. Mod.26-2-1 Ballast Regulator	7	518,427.	X6-0180-0181-0182 0183-0184-0185 0186
	E. Mod.12-2-2 Tie Crane	9	265,194.	X60-0120-0121-0122 0123-0124-0125 0126-0127-0128
	F. Mod.39-2 Tie Injector	6	409,914.	X61-0040-0041-0042 0043-0044-0045
Jackson Jordan	Model 2900ES Switch Tamper	2	184,354.	X56-0115-0116
T.C. Johnson	A. Galion ML-40 Material Lift	2	190,000.	X24-0177-0178
	B. Husky XL-170 Loader	1	36,500.	BN 8228
Plasser Am. Corp.	Plasser Mod. PTY-16 Tamper	1	67,620.	X53-0046
Marmon Trans.	Mermon Mod. YP RKA-2 Yard Cleaner	1	216,800.	X78-0011
Borchert Ingersol	Terex Mod. 72-31B Load	1	100,336.	X24-0179
	TOTAL	187	\$10,897,256.93	

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Michael G. McGee, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

July 29, 1983

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 7/29/83 at 12:40PM, and assigned re-
recording number(s). 13923-A, & 13924-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. *13923-A* Filed 1426

JUL 29 1983 *12 40* PM

PRP44/MGM/372607-b

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT AND SUPPLEMENT

Dated as of June 30, 1983

to

EQUIPMENT LEASE

Dated as of December 15, 1982

between

THE BANK OF NEW YORK,
not in its individual capacity, but solely
as Trustee

Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY

Lessee

The Equipment Lease, as supplemented hereby, and the rentals and other sums due and to become due thereunder have been assigned to and are subject to a security interest in favor of Mercantile-Safe Deposit and Trust Company, as Security Trustee under a Security Agreement-Trust Deed dated as of December 15, 1982 from The Bank of New York, as Trustee, as Debtor, to the Security Trustee. Information concerning such security interest may be obtained from the Security Trustee at its principal office at Two Hopkins Plaza, Baltimore, Maryland 21203, Attention: Corporate Trust Department.

(Burlington Northern No. 82-2)
(Maintenance of Way Equipment)

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FIRST AMENDMENT AND SUPPLEMENT
TO EQUIPMENT LEASE

THIS FIRST AMENDMENT AND SUPPLEMENT TO EQUIPMENT LEASE, dated as of June 30, 1983, is between THE BANK OF NEW YORK, a New York corporation, not individually but solely as trustee (the "Lessor") under the Trust Agreement referred to below and LITTON EQUITY INVESTMENTS, INC., a Nevada corporation, as trustor (the "Trustor") and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (the "Lessee").

RECITALS

A. The Lessor and the Lessee have entered into an Equipment Lease dated as of December 15, 1982 (the "Equipment Lease"). The capitalized terms used in this First Amendment and Supplement to Equipment Lease (the "First Supplement") shall have the respective meanings provided therefor in the Equipment Lease unless herein defined or the context shall otherwise require.

B. The Lessor has assigned its interest in the Equipment Lease and the rents due and to become due thereunder to Mercantile-Safe Deposit and Trust Company (the "Security Trustee") under a Security Agreement-Trust Deed dated as of December 15, 1982 (the "Original Security Agreement"). The Original Security Agreement has been supplemented by a First Amendment and Supplement to Security Agreement-Trust Deed, dated as of June 30, 1982 (the "First Supplement"). The Original Security Agreement, as supplemented by the First Supplement and as the same may hereafter be amended and supplemented from time to time, is hereinafter referred to as the "Security Agreement".

C. The Lessor and the Lessee now desire to amend the Equipment Lease for the purpose of correcting the description of the Equipment, and to revise certain Sections and Schedules to the Equipment Lease in order to accomplish the refinancing of the purchase price of the equipment as contemplated by Section 2 of the Participation Agreement dated as of June 30, 1983.

D. All requirements of law have been fully complied with and all other acts and things necessary to make this First Supplement a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

SECTION 1. DEFINITIONS.

The Equipment Lease is hereby amended by adding a new Section 20.8 entitled "Definitions" which shall read as follows:

"20.8 Definitions. The following terms shall have the following meanings for all purposes of this Agreement, notwithstanding any other meanings assigned to such terms pursuant to the terms of this Agreement:

"Notes" shall mean the Notes issued and outstanding under the Security Agreement at the time of reference. "Noteholder" shall mean any holder of a Note at the time of reference.

"Original Participation Agreement" shall mean the Participation Agreement dated December 15, 1982 among the Lessee, the Lessor, the Trustor, First National Bank of Minneapolis and the Security Trustee.

"Participants" shall mean Nationwide Life Insurance Company, SAFECO Life Insurance Company and the Trustor.

"Participation Agreements" shall, collectively, mean the Original Participation Agreement and the Refinancing Participation Agreement.

"Refinancing Closing Date" shall mean August 1, 1983 or such later date as agreed to by the parties to the Refinancing Participation Agreement.

"Refinancing Participation Agreement" shall mean the Participation Agreement dated as of June 30, 1983 among the Lessee, the Participants, the Lessor and the Security Trustee.

"Trust Agreement" shall mean the Trust Agreement dated as of December 15, 1982 between the Trustor and the Lessor as the same may be amended and supplemented from time to time."

SECTION 2. AMENDMENT TO OPERATIVE PROVISIONS OF THE LEASE AND LEASE SCHEDULES.

The Equipment Lease and the Schedules thereto are hereby amended as follows:

(a) By restating Section 2.1 as follows:

"2.1. Rental for Equipment. (a) The Lessee agrees to pay the Lessor the following rent for each Item of Equipment:

(i) One installment of Interim Rental (the "Interim Rental") for the period prior to but not including the Term Lease Commencement Date in an

amount equal to any portion of accrued interest due and payable on the Notes on the Term Lease Commencement Date (which amount will be reduced by the amount of the partial payment, if any, of such interest paid by the Trustor); and

(ii) For each Item of Equipment, fifteen consecutive semiannual installments of fixed rental (the "Fixed Rentals") payable in arrears, each in an amount equal to 8.29005% of the Purchase Price thereof.

(b) The amount of any Interim Rental, which is payable due to the failure of the Trustor to make its payment of interest payable on the Notes by the Trustor pursuant to Section 2.6 of the Original Participation Agreement, paid by the Lessee in accordance with its undertaking contained in clause (i) of Section 2.1(a) may, at the option of the Lessee, be set off and credited against the amount of any installment of Fixed Rental payable by the Lessee hereunder; provided, however, that no installment of Fixed Rental shall be reduced below the amount necessary to discharge that portion of the principal and/or interest on the Notes due and payable on the payment date of such installment.

(b) By restating the third line of the first sentence of Section 6.1 of the Lease as follows:

"both its individual and fiduciary capacities, the Trustor, the Note Purchasers and the Security Trustee"

and the Note Purchasers shall each be an Indemnatee under said Section 6.

(c) By restating the third line of the first sentence of Section 10.2 of the Lease as follows:

"Lessor in both its individual and fiduciary capacities, the Trustor, the Note Purchasers, the Security"

and the Note Purchasers shall each be an Indemnatee under said Section 10.

(d) By restating line nine of Section 11.1 of the Equipment Lease as follows"

"ance policies shall provide that the Lessor, the Note Purchasers, the Trustor and the Lessee shall be".....

(e) By restating the last two lines of Section 14.1(e) as follows:

"the Original Participation Agreement, the Refinancing Participation Agreement or the Purchase Order Assignment is untrue in any material respect as of the date of issuance or making thereof;"

(f) By restating Section 20.2 with respect to the address of the Note Purchasers as follows:

"If to the Note Purchasers: At the addresses therefor provided in Schedule 1 to the Refinancing Participation Agreement"

(g) By amending and restating Schedule A to the Equipment Lease as set forth in Exhibit A to this First Supplement to Equipment Lease.

(h) By amending and restating Schedule C to the Equipment Lease as set forth in Exhibit B to this First Supplement to Equipment Lease. Annex 1 to Schedule C to the Equipment Lease remains in force and effect and is not amended hereby.

SECTION 3. MISCELLANEOUS.

(a) Restatement of Lease. The Lessor and the Lessee agree that, upon the written request of any Participant, they will enter into a restatement of the Lease incorporating the amendments provided for herein.

(b) Counterparts; Uniform Commercial Code. This First Supplement may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract; provided, however, that to the extent that the Lease, as amended hereby, constitutes chattel paper (as such term is defined in the Uniform Commercial Code), no security interest in the Lease, as amended hereby, may be created through the transfer or possession of any counterpart hereof.

(c) Headings and Table of Contents. The headings preceding the various sections hereof and the Table of Contents are for convenience of reference only and shall not be deemed to affect the meaning or construction hereof.

(d) Construction. This First Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

(e) References to Lease. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Supplement may refer to the "Equipment Lease dated as of December 15, 1982"

without making specific reference to this First Supplement, but nevertheless all such references shall be deemed to include this First Supplement unless the context shall otherwise require.

(f) Effective Date. This First Supplement is dated for convenience of identification as of June 30, 1983 but was signed by the Lessor and the Lessee on the respective dates of the acknowledgments hereto.

IN WITNESS WHEREOF, the Lessor, subject to the provisions of Section 20.1 of the original Equipment Lease, and the Lessee have caused this instrument to be executed and delivered.

THE BANK OF NEW YORK, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of December 15, 1982 for the benefit of Litton Equity Investments, Inc.

By *R. W. Belanus*
Assistant Vice President

[Corporate Seal]

ATTEST:

[Signature]
Assistant Secretary

BURLINGTON NORTHERN RAILROAD COMPANY

By _____
Vice President

[Corporate Seal]

ATTEST:

Assistant Secretary

The Equipment Lease, as supplemented hereby, and certain of the sums due and to become due under the Lease and hereunder have been assigned to, and are subject to a security interest in favor of, Mercantile-Safe Deposit and Trust Company, as Security Trustee, pursuant to a Security Agreement-Trust Deed dated as of December 15, 1982 from The Bank of New York, as Trustee, to said Security Trustee. Information concerning such security interest may be obtained from said Security Trustee at its principal office at Two Hopkins Plaza, Baltimore, Maryland 21203, Attention: Corporate Trust Department.

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

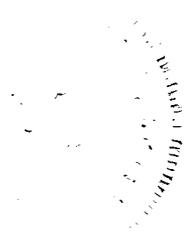
On this 17 day of July, 1983, before me personally appeared A. W. Aslanian, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of THE BANK OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that 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.

[NOTARIAL SEAL]

My Commission Expires:

Marie E. Smith
Notary Public

MARIE E. SMITH
Notary Public, State of New York
No. 24-4655312
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1985



STATE OF WASHINGTON)
) SS:
COUNTY OF KING)

On this _____ day of _____, 1983, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ Vice President of BURLINGTON NORTHERN RAILROAD 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.

[NOTARIAL SEAL]

My Commission Expires:

Notary Public

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Manufacturer</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Purchase Price</u>	<u>Identification Numbers</u>
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Schedule A
(to Equipment Lease)
and
Exhibit A
(to First Supplement)

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Borchert Ingersol	Terex Mod. 72-31B Load	1	100,336.	X24-0179
	TOTAL	187	\$10,897,256.93	

SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment shall mean an amount determined as of the next succeeding rent payment date following the date of occurrence of a Casualty Occurrence with respect to such Item equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule (as the same may be increased pursuant to Annex 1 to this Schedule C):

Term Lease Commencement Date or Fixed Rental Payment Date Next Succeeding Casualty Occurrence	Percentage of Purchase Price Payable as Casualty Value
Term Lease Commencement Date.....	86.2005
February 1, 1984.....	90.0727
August 1, 1984.....	86.8947
February 1, 1985.....	84.2874
August 1, 1985.....	80.1603
February 1, 1986.....	76.6532
August 1, 1986.....	71.5504
February 1, 1987.....	67.0666
August 1, 1987.....	60.9645
February 1, 1988.....	55.5120
August 1, 1988.....	49.3144
February 1, 1989.....	43.0112
August 1, 1989.....	38.0146
February 1, 1990.....	32.3317
August 1, 1990.....	26.2281
February 1, 1991 and thereafter.....	20.0000

FIRST AMENDMENT AND SUPPLEMENT

Dated as of June 30, 1983

to

EQUIPMENT LEASE

Dated as of December 15, 1982

between

THE BANK OF NEW YORK,
not in its individual capacity, but solely
as Trustee

Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY

Lessee

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TO EQUIPMENT LEASE

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D. All requirements of law have been fully complied with and all other acts and things necessary to make this First Supplement a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

SECTION 1. DEFINITIONS.

The Equipment Lease is hereby amended by adding a new Section 20.8 entitled "Definitions" which shall read as follows:

"20.8 Definitions. The following terms shall have the following meanings for all purposes of this Agreement, notwithstanding any other meanings assigned to such terms pursuant to the terms of this Agreement:

"Notes" shall mean the Notes issued and outstanding under the Security Agreement at the time of reference. "Noteholder" shall mean any holder of a Note at the time of reference.

"Original Participation Agreement" shall mean the Participation Agreement dated December 15, 1982 among the Lessee, the Lessor, the Trustor, First National Bank of Minneapolis and the Security Trustee.

"Participants" shall mean Nationwide Life Insurance Company, SAFECO Life Insurance Company and the Trustor.

"Participation Agreements" shall, collectively, mean the Original Participation Agreement and the Refinancing Participation Agreement.

"Refinancing Closing Date" shall mean August 1, 1983 or such later date as agreed to by the parties to the Refinancing Participation Agreement.

"Refinancing Participation Agreement" shall mean the Participation Agreement dated as of June 30, 1983 among the Lessee, the Participants, the Lessor and the Security Trustee.

"Trust Agreement" shall mean the Trust Agreement dated as of December 15, 1982 between the Trustor and the Lessor as the same may be amended and supplemented from time to time."

SECTION 2. AMENDMENT TO OPERATIVE PROVISIONS OF THE LEASE AND LEASE SCHEDULES.

The Equipment Lease and the Schedules thereto are hereby amended as follows:

(a) By restating Section 2.1 as follows:

"2.1. Rental for Equipment. (a) The Lessee agrees to pay the Lessor the following rent for each Item of Equipment:

(i) One installment of Interim Rental (the "Interim Rental") for the period prior to but not including the Term Lease Commencement Date in an

amount equal to any portion of accrued interest due and payable on the Notes on the Term Lease Commencement Date (which amount will be reduced by the amount of the partial payment, if any, of such interest paid by the Trustor); and

(ii) For each Item of Equipment, fifteen consecutive semiannual installments of fixed rental (the "Fixed Rentals") payable in arrears, each in an amount equal to 8.29005% of the Purchase Price thereof.

(b) The amount of any Interim Rental, which is payable due to the failure of the Trustor to make its payment of interest payable on the Notes by the Trustor pursuant to Section 2.6 of the Original Participation Agreement, paid by the Lessee in accordance with its undertaking contained in clause (i) of Section 2.1(a) may, at the option of the Lessee, be set off and credited against the amount of any installment of Fixed Rental payable by the Lessee hereunder; provided, however, that no installment of Fixed Rental shall be reduced below the amount necessary to discharge that portion of the principal and/or interest on the Notes due and payable on the payment date of such installment.

(b) By restating the third line of the first sentence of Section 6.1 of the Lease as follows:

"both its individual and fiduciary capacities, the Trustor, the Note Purchasers and the Security Trustee"

and the Note Purchasers shall each be an Indemnitee under said Section 6.

(c) By restating the third line of the first sentence of Section 10.2 of the Lease as follows:

"Lessor in both its individual and fiduciary capacities, the Trustor, the Note Purchasers, the Security"

and the Note Purchasers shall each be an Indemnitee under said Section 10.

(d) By restating line nine of Section 11.1 of the Equipment Lease as follows"

"ance policies shall provide that the Lessor, the Note Purchasers, the Trustor and the Lessee shall be".....

(e) By restating the last two lines of Section 14.1(e) as follows:

"the Original Participation Agreement, the Refinancing Participation Agreement or the Purchase Order Assignment is untrue in any material respect as of the date of issuance or making thereof;"

(f) By restating Section 20.2 with respect to the address of the Note Purchasers as follows:

"If to the Note Purchasers: At the addresses therefor provided in Schedule 1 to the Refinancing Participation Agreement"

(g) By amending and restating Schedule A to the Equipment Lease as set forth in Exhibit A to this First Supplement to Equipment Lease.

(h) By amending and restating Schedule C to the Equipment Lease as set forth in Exhibit B to this First Supplement to Equipment Lease. Annex 1 to Schedule C to the Equipment Lease remains in force and effect and is not amended hereby.

SECTION 3. MISCELLANEOUS.

(a) Restatement of Lease. The Lessor and the Lessee agree that, upon the written request of any Participant, they will enter into a restatement of the Lease incorporating the amendments provided for herein.

(b) Counterparts; Uniform Commercial Code. This First Supplement may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract; provided, however, that to the extent that the Lease, as amended hereby, constitutes chattel paper (as such term is defined in the Uniform Commercial Code), no security interest in the Lease, as amended hereby, may be created through the transfer or possession of any counterpart hereof.

(c) Headings and Table of Contents. The headings preceding the various sections hereof and the Table of Contents are for convenience of reference only and shall not be deemed to affect the meaning or construction hereof.

(d) Construction. This First Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

(e) References to Lease. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Supplement may refer to the "Equipment Lease dated as of December 15, 1982"

without making specific reference to this First Supplement, but nevertheless all such references shall be deemed to include this First Supplement unless the context shall otherwise require.

(f) Effective Date. This First Supplement is dated for convenience of identification as of June 30, 1983 but was signed by the Lessor and the Lessee on the respective dates of the acknowledgments hereto.

IN WITNESS WHEREOF, the Lessor, subject to the provisions of Section 20.1 of the original Equipment Lease, and the Lessee have caused this instrument to be executed and delivered.

THE BANK OF NEW YORK, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of December 15, 1982 for the benefit of Litton Equity Investments, Inc.

By _____
Assistant Vice President

[Corporate Seal]

ATTEST:

Assistant Secretary

BURLINGTON NORTHERN RAILROAD COMPANY

By *M. Sundby*
Vice President

[Corporate Seal]

ATTEST:

J. Beach
Assistant Secretary

The Equipment Lease, as supplemented hereby, and certain of the sums due and to become due under the Lease and hereunder have been assigned to, and are subject to a security interest in favor of, Mercantile-Safe Deposit and Trust Company, as Security Trustee, pursuant to a Security Agreement-Trust Deed dated as of December 15, 1982 from The Bank of New York, as Trustee, to said Security Trustee. Information concerning such security interest may be obtained from said Security Trustee at its principal office at Two Hopkins Plaza, Baltimore, Maryland 21203, Attention: Corporate Trust Department.

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this _____ day of _____, 1983, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an _____ Vice President of THE BANK OF NEW YORK, 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.

[NOTARIAL SEAL]

Notary Public

My Commission Expires:

STATE OF WASHINGTON)
) SS:
COUNTY OF KING)

On this 27th day of July, 1983, before me personally appeared LA Sunday, to me personally known, who being by me duly sworn, says that he is a — Vice President of BURLINGTON NORTHERN RAILROAD 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.

[NOTARIAL SEAL]

My Commission Expires: October 2, 1984

Blair A. George
Notary Public

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Manufacturer</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Purchase Price</u>	<u>Identification Numbers</u>
Holley Engr. Co.	A. Holley Model 45 Plate Plucker w/Conveyor	5	\$ 92,715.	X85-0013 0014 0015 0016 0017
	B. Holley Model 49 Spike Plucker	2	39,500.	X89-0001 0002
Tamper	A. Model ES Switch Tamper Mark 2	9	779,338.35	X56-0106-0107 0108-0109 0110-0111 0112-0113 0114
	B. Model ESTR-13G Mark III Tamper	10	1,557,056.80	X54-0124-0125 0126-0127 0129-0130 0131-0132 0133-0134
	C. Model EA Mark I Tamper	4	317,440.	X53-0042 0043 0044 0045
	D. Model GO-4 Trac-Gopher	3	371,412.87	X80-0010 0011 0012
Racine RRD. Prod. Inc. Applicator	A. Racine "Anchor Fast" Anchor	10	213,850.	X1-0124-0125 0126-0127 0128-0129 0130-0131 0132-0133
	B. Racine "Duel Anchor Fast" Anchor Applicator	2	70,540.	X1-0134 0135
Fairmont Rwy. Mtrs. Inc.	A. Fairmont Mod. W-104 Tip Plug Inserter	4	58,234.40	X62-0026 0027 0028 0029
	B. Mod. W 114 C Tie Shear	10	726,326.24	X40-0067-0068 0069-0070 0071-0072 0077-0078 0079-0080

Schedule A
(to Equipment Lease)
and
Exhibit A
(to First Supplement)

<u>Manufacturer</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Purchase Price</u>	<u>Identification Numbers</u>
(continued)				
Fairmont Rwy. Motors, Inc.	C. Mod. W 113 Duel Spike Puller	6	\$ 122,437.23	X47-0175-0176 0177-0178 0179-0180
	D. Mod. W 119-B Tie Inserter	3	215,945.73	X61-0037 0038 0039
Rexnord Inc.	A. Nordberg "CZ" Adzer	4	121,691.86	X3-0112-0113 0014-0015
	B. Nordberg "BP" Mechanical Spike Puller	2	58,788.	X47-0173 0174
	C. Nordberg Rail Gang Spikes	14	\$1,022,420.	X44-0087-0088 0089-0090 0091-0092 0093-0094 0095-0096 0097-0098 0099-0100
Rwy. Track Work	A. Mod. DWDS-4 Anchor Cribber	2	35,490.	X18-0068-0069
	B. Mod. 2181-B Bridge Cranes	21	761,857.60	X17-0016-0017 0018-0019 0020-0021 0022-0023 0024-0025 0028-0029 0030-0031 0032-0033 0034-0035 0036-0037 0038
	C. Mod. 2170-A Tie Handlers	8	247,030.35	X60-0129-0130 0131-0132 0133-0134 0135-0136
Air Power Equip.	Ing. Rand Mod. 365 Air Compressor	4	66,136.	X2-5530 5531 5532 5533
D.J. Hogan & Co.	Mod "D" Hydraulic Tie Gong Spiker	14	988,260.	X44-0103-0104-0105 0106-0107-0108 0110-0111 0112-0113-0114 0015-0116-0117

<u>Manufacturer</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Purchase Price</u>	<u>Identification Numbers</u>
Pettibone Corp.	Pettibone 441-B Loader Speed Swing	3	\$ 270,000.	X24-0174 0175 0176
Kershaw Mfg. Co,	A. Mod. 35-8 Dbl. Broom	2	134,050.	X5-0025 0026
	B. Mod.16-1 Brush Type Cribber	4	42,948.	X18-0064 0065 0066 0067
	C. Mod. 44-1 Rotary Scarifier	11	594,643.50	X42-0065-0066-0067 0068-0069-0070 0071-0072-0073 0074-0075
	D. Mod.26-2-1 Ballast Regulator	7	518,427.	X6-0180-0181-0182 0183-0184-0185 0186
	E. Mod.12-2-2 Tie Crane	9	265,194.	X60-0120-0121-0122 0123-0124-0125 0126-0127-0128
	F. Mod.39-2 Tie Injector	6	409,914.	X61-0040-0041-0042 0043-0044-0045
Jackson Jordan	Model 2900ES Switch Tamper	2	184,354.	X56-0115-0116
T.C. Johnson	A. Galion ML-40 Material Lift	2	190,000.	X24-0177-0178
	B. Husky XL-170 Loader	1	36,500.	EN 8228
Plasser Am. Corp.	Plasser Mod. PTY-16 Tamper	1	67,620.	X53-0046
Marmon Trans.	Mermon Mod. YP RKA-2 Yard Cleaner	1	216,800.	X78-0011
Borchert Ingersol	Terex Mod. 72-31B Load	1	100,336.	X24-0179
	TOTAL	187	\$10,897,256.93	

SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment shall mean an amount determined as of the next succeeding rent payment date following the date of occurrence of a Casualty Occurrence with respect to such Item equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule (as the same may be increased pursuant to Annex 1 to this Schedule C):

Term Lease Commencement Date or Fixed Rental Payment Date Next Succeeding Casualty Occurrence	Percentage of Purchase Price Payable as Casualty Value
Term Lease Commencement Date.....	86.2005
February 1, 1984.....	90.0727
August 1, 1984.....	86.8947
February 1, 1985.....	84.2874
August 1, 1985.....	80.1603
February 1, 1986.....	76.6532
August 1, 1986.....	71.5504
February 1, 1987.....	67.0666
August 1, 1987.....	60.9645
February 1, 1988.....	55.5120
August 1, 1988.....	49.3144
February 1, 1989.....	43.0112
August 1, 1989.....	38.0146
February 1, 1990.....	32.3317
August 1, 1990.....	26.2281
February 1, 1991 and thereafter.....	20.0000