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1900-1983
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RICHARD D. KAHN
GEORGE N. LINDSAY
JAMES B. WELLES, JR.
OF COUNSEL

*NOT ADMITTED IN NEW YORK

RECORDATION NO. 17031-E FILED 1425

January 22, 1991

JAN 23 1991 - 12 02 PM

15

INTERSTATE COMMERCE COMMISSION

17031-E

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Recordation of
Amendment No. 2 to Equipment Lease Agreement

Ladies and Gentlemen:

On behalf of our client, Burlington Northern Railroad Company (the "Lessee"), enclosed is an original and four copies of Amendment No. 2 to Equipment Lease Agreement (BN 1990-G), dated January 14, 1991 (the "Lease Amendment"), between Wilmington Trust Company, as Lessor (the "Lessor"), and the Lessee, as Lessee, for recordation pursuant to Section 11303 of Title 49 of the United States Code. The enclosed Lease Amendment amends that certain Equipment Lease Agreement (BN 1990-G), dated as of September 14, 1990, between the Lessor and Lessee, as supplemented by Lease Supplement (BN 1990-G) No. 1, dated September 27, 1990, and amended by Amendment No. 1 to Equipment Lease Agreement, dated December 31, 1990, each of which were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 27, 1990 at 12:05 P.M. and assigned Recordation Numbers 17031, 17031A and 17031-D, respectively.

C. F. Kappala

C. Crowley

January 22, 1991

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

(a) Lessor:

Wilmington Trust Company, as Owner Trustee
Rodney Square North
Wilmington, Delaware 19890
Attn: Corporate Trust Administration

(b) Lessee:

Burlington Northern Railroad Company
777 Main Street
Fort Worth, Texas 76102
Attn: Treasurer

A description of the equipment covered by the Lease Amendment is as follows:

14 SD60-M locomotives.

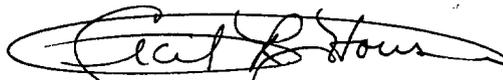
Builder: Electro Motive Division of General Motors

Reporting Marks: BN9219; BN9222; BN9223;
BN9224; BN9234; BN9236;
BN9239; BN9240; BN9241;
BN9242; BN9244; BN9247;
BN9248; BN9249

A fee of \$ 15.00 is enclosed. Please return the original and any extra copies not needed by the Commission to the undersigned.

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

Very truly yours,



Cecil R. House

Enclosure
10365002

1/23/91

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

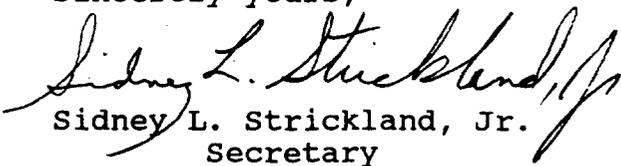
Cecil R. House
Debevoise & Plimpton
875 Third Avenue
New York, N.Y. 10022

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 1/23/91 at 12:20pm, and assigned recordation number(s).

17031-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

AMENDMENT NO. 2 TO
EQUIPMENT LEASE AGREEMENT
(BN 1990-G)

17031F
RECORDED AS FILED 1435

JAN 23 1991 -12 20 PM

Dated January 14, 1991 INTERSTATE COMMERCE COMMISSION

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity except as
expressly provided in the Lease referred
to herein but solely as Owner Trustee,
Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY,
Lessee

New Locomotives

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS AMENDMENT, THE LEASE, THE EQUIPMENT COVERED THEREBY AND THE RENT DUE AND TO BECOME DUE THEREUNDER HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE CONNECTICUT NATIONAL BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (BN 1990-G), DATED AS OF SEPTEMBER 14, 1990 BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS AMENDMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE CONNECTICUT NATIONAL BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 26.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1991 at ____:____.M.
Recordation Number _____, and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1991, at ____:____.M.

AMENDMENT NO. 2 TO EQUIPMENT LEASE AGREEMENT (BN 1990-G)

This AMENDMENT No. 2 TO EQUIPMENT LEASE AGREEMENT (BN 1990-G), dated January 14, 1991 (this "Lease Amendment"), between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (as such term and such other capitalized terms used herein without definition are defined in the Lease referred to below) (the "Lessor"), and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (BN 1990-G), dated as of September 14, 1990 (the "Lease"), as supplemented by Lease Supplement (BN 1990-G) No. 1, dated September 27, 1990, and as amended by Amendment No. 1 to Equipment Lease Agreement (BN 1990-G), dated December 31, 1990, each of the Lease and Lease Supplement having been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 27, 1990 at 12:05 P.M. and assigned Recordation Numbers 17031 and 17031A, respectively, and Amendment No. 1 to Equipment Lease Agreement having been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 2, 1991 at 1:55 p.m. and assigned recordation Number 17031-D;

WHEREAS, Section 26.6 of the Lease provides for the execution and delivery from time to time of amendments thereto; and

WHEREAS, the Lessor and the Lessee have agreed to amend the Lease as herein set forth in accordance with Section 26.6 of the Lease;

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties to this Lease Amendment agree as follows:

Section 1. Amendments to the Lease. The first sentence of Section 22.2(b) of the Lease is amended by (i) deleting "90" appearing therein and substituting "120" in place thereof and (ii) deleting the words "any Unit" appearing therein and substituting in place thereof the

words ", at the sole discretion of the Lessee, either (x) all of the Units or (y) not less than 25% of the Units and not more than 75% of the Units randomly selected on a blind basis,".

Section 2. Consent. By its acknowledgment and consent indicated below, BNY Leasing Corporation authorizes and directs the Owner Trustee to execute and deliver this Lease Amendment.

Section 3. Governing Law. This Lease Amendment is being delivered in the State of New York and shall be governed by and construed in accordance with the internal laws and decisions (as opposed to conflicts of law provisions) of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

Section 4. Counterparts. This Lease Amendment may be executed in any number of counterparts, each executed counterpart constituting an original and in each case such counterparts shall constitute but one and the same instrument; provided, however, that to the extent that this Lease Amendment constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Amendment may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed by their duly authorized officers or agents as of the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity,
but solely as Owner
Trustee

By: 
Name: Emmett R. Harmon
Title: Vice President

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____
Name: Robert F. McKenney
Title: Vice President
and Treasurer

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed by their duly authorized officers or agents as of the day and year first above written.

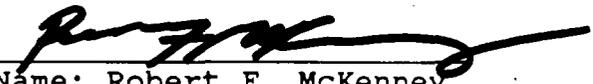
LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity,
but solely as Owner
Trustee

By: _____
Name:
Title:

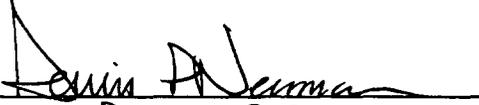
LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: 
Name: Robert F. McKenney
Title: Vice President
and Treasurer

Acknowledged and Consented to:

BNY LEASING CORPORATION

By: 
Name: Dennis P Neumann
Title: President

THE CONNECTICUT NATIONAL BANK
as Indenture Trustee

By: _____
Name:
Title:

Receipt of the original
counterpart of the
foregoing Amendment No.
2 to Equipment Lease
Agreement (BN 1990-G)
is hereby acknowledged
this ___ day of
January, 1991.

THE CONNECTICUT NATIONAL BANK
as Indenture Trustee

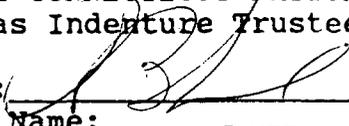
By: _____
Name:
Title:

Acknowledged and Consented to:

BNY LEASING CORPORATION

By: _____
Name:
Title:

THE CONNECTICUT NATIONAL BANK
as Indenture Trustee

By:  _____
Name:
Title: RINETTE BOUCHARD
TRUST OFFICER

Receipt of the original
counterpart of the
foregoing Amendment No.
2 to Equipment Lease
Agreement (BN 1990-G)
is hereby acknowledged
this ___ day of
January, 1991.

THE CONNECTICUT NATIONAL BANK
as Indenture Trustee

By: _____
Name:
Title:

STATE OF DELAWARE)
) ss:
COUNTY OF NEW CASTLE)

On this 14th day of January, 1991, before me personally appeared _____, to me personally known, who being duly sworn, says that he/she is a Vice President of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on January 14, 1991 on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

SONJA F. ALLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 30, 1992

STATE OF)
) ss:
COUNTY OF)

On this 14th day of January, 1991, before me personally appeared Robert F. McKenney, to me personally known, who being duly sworn, says that he is a Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that the foregoing instrument was signed on January 14, 1991 on behalf of said Delaware 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.



Kelly Murray
Notary Public

My Commission Expires:

August 23, 1993