

CHAPMAN AND CUTLER

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October 22 1992

RECORDATION # 17952-A FILED 1425

OCT 26 1992 - 12 45 PM

Mr. Sidney L. Strickland, Jr., Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

OCT 26 1992 - 12 45 PM

Re: Burlington Northern Railroad Company  
Leveraged Lease Financing of Railroad Rolling Stock

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two originals of the secondary documents described below, which secondary documents are related to the previously recorded primary documents identified below. As one of the attorneys representing the Lessee in this transaction, I have knowledge of the matters described in this letter.

The enclosed secondary documents are as follows:

- (1) Lease Supplement (BN 1992-C) No. 2, dated as of September 29, 1992, between Wilmington Trust Company, as lessor (the "Lessor"), and Burlington Northern Railroad Company, as lessee (the "Lessee"); and
- (2) Indenture Supplement (BN 1992-C) No. 2, dated as of September 29, 1992, between Wilmington Trust Company, as Owner Trustee, and The Connecticut National Bank, as Indenture Trustee.

The primary documents to which this Lease Supplement and Indenture Supplement are connected are as follows:

- (1) Lease Agreement (BN 1992-C), dated as of September 15, 1992, between Wilmington Trust Company, as Lessor, and Burlington Northern Railroad Company, as Lessee; and
- (2) Trust Indenture and Security Agreement (BN 1992-C), dated as of September 15, 1992, between Wilmington Trust Company, as owner trustee (the "Owner Trustee"), and The Connecticut National Bank, as indenture trustee (the "Indenture Trustee").

*Handwritten signatures and initials on the left margin, including a large signature that appears to be 'Cutler'.*

*Vertical stamp on the right side: OCT 26 12 39 PM '92 MOTOR OPERATING UNIT*

CHAPMAN AND CUTLER

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

LEASE SUPPLEMENT NO. 2

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

Lessor: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

INDENTURE SUPPLEMENT NO. 2

Owner Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

The Lease Supplement No. 2 and the Indenture Supplement No. 2 provide, *inter alia*, for the Lease Agreement and the Trust Indenture and Security Agreement to apply to the 22 new covered hopper cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 2, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease Supplement No. 2 and Indenture Supplement No. 2 is as set forth on Exhibit A hereto.

A fee of thirty-two dollars (\$32.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

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

A short summary of each of the documents to appear in the index follows:

CHAPMAN AND CUTLER

(1) LEASE SUPPLEMENT NO. 2:

Lease Supplement (BN 1992-C) No. 2 between Wilmington Trust Company, as Lessor, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and Burlington Northern Railroad, as Lessee, 777 Main Street, Fort Worth, Texas 76102, dated as of September 29, 1992, covering 22 new covered hopper cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement No. 2, namely road numbers set forth in Exhibit A. The Lease Supplement No. 2 is related to the Lease Agreement between the Lessor and the Lessee dated as of September 15, 1992, which was recorded on September 29, 1992 and assigned recordation number 17952.

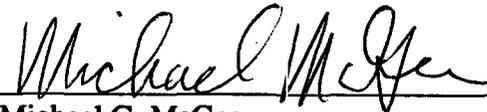
(2) INDENTURE SUPPLEMENT NO. 2:

Indenture Supplement (BN 1992-C) No. 2 between Wilmington Trust Company, as Owner Trustee, 1100 North Market Street, Wilmington, Delaware 19890, and The Connecticut National Bank, as Indenture Trustee, 777 Main Street, Hartford, Connecticut 06115, dated as of September 29, 1992, covering 22 new covered hopper cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 2, namely road numbers set forth in Exhibit A. The Indenture Supplement No. 2 is related to the Trust Indenture and Security Agreement between the Owner Trustee and the Indenture Trustee, dated as of September 15, 1992, which was recorded on September 29, 1992 and assigned recordation number 17952-A.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By   
Michael G. McGee

MGM/cs  
Enclosure

Law Offices of  
CHAPMAN AND CUTLER

**EXHIBIT A**

**UNITS**

<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>REPORTING MARKS</b>
New Covered Hopper Cars	22	BN 467621-467642

REGISTRATION NO. 179527 FILED 10/26/92

LEASE SUPPLEMENT (BN 1992-C) No. 2

Dated as of September 29, 1992

OCT 26 1992 - 12 45 PM

Between

INTERSTATE COMMERCE COMMISSION

WILMINGTON TRUST COMPANY,  
not in its individual capacity except  
as expressly provided herein but  
solely as Owner Trustee,

Lessor

And

BURLINGTON NORTHERN RAILROAD COMPANY,

Lessee

New Covered Hopper Cars

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE 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 1992-C), DATED AS OF SEPTEMBER 15, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE 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 LEASE SUPPLEMENT 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 PAGE 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 October \_\_, 1992 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 October \_\_, 1992, at \_\_\_\_\_.M.

## LEASE SUPPLEMENT (BN 1992-C) NO. 2

LEASE SUPPLEMENT (BN 1992-C) NO. 2 dated as of September 29, 1992, (this "*Lease Supplement*") between Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee ("*Lessor*") under the Trust Agreement, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("*Lessee*");

### WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (BN 1992-C) dated as of September 15, 1992 (the "*Lease*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date, Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate(s) of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.
2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.
3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.
4. The Closing Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder and under Lease Supplement (BN 1992-C) No. 1 is \$30,015,000 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto and on Schedule 1 to the Lease Supplement (BN 1992-C) No. 1. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 4 and 5 to the Participation Agreement.

6. Lessee hereby agrees to pay Interim Rent on the Basic Term Commencement Date in the amount of 2.14368283% of the Equipment Cost of each Unit set forth in Schedule 1 hereto for the period from March 28, 1993 to the end of the Interim Term.

7. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

8. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

9. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of September 15, 1992," the "Lease Agreement, dated as of September 15, 1992" or the "Lease, dated as of September 15, 1992," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

10. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

11. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

12. This Lease Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY, not in its individual capacity except as otherwise expressly provided but solely as Owner Trustee

By:   
Name: JAMES P. LAWLER  
Title: ASSISTANT VICE PRESIDENT

LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

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

STATE OF Delaware )  
 )  
 ) SS:  
COUNTY OF New Castle )

On this 8<sup>th</sup> day of October, 1992, before me personally appeared JAMES P. LAWLER to me personally known, who being by me duly sworn, says that he/she is a AVP of Wilmington Trust Company, that said instrument was signed and sealed on October 8<sup>th</sup>, 1992, on behalf of said 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.

By Sonja F. Allen  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

SONJA F. ALLEN  
NOTARY PUBLIC  
My Commission expires May 30, 1994

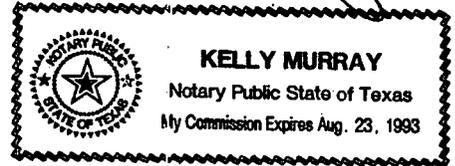
STATE OF TEXAS )  
 )  
 ) SS:  
COUNTY OF TARRANT )

On this 20<sup>th</sup> day of October, 1992, before me personally appeared Robert F. McKenney to me personally known, who being by me duly sworn, says that he is a Senior Vice President and Treasurer of Burlington Northern Railroad Company, that said instrument was signed and sealed on October 20, 1992, 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.

By Kelly Murray  
Notary Public

(SEAL)

My Commission Expires: August 23, 1993



Lease Supplement (BN 1992-C) No. 2

EQUIPMENT	QUANTITY	REPORTING MARKS
New Covered Hopper Cars	22	BN467621-467642

SCHEDULE 1