

CHAPMAN AND CUTLER

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October 22 1992

RECORDATION NO 17957-7  
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  
7932

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 notes on the left margin.*

*Handwritten notes and stamps on the right margin, including a large circular mark and vertical text.*

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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:

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(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

CHAPMAN AND CUTLER

**EXHIBIT A**

**UNITS**

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

17952-E  
1992 1425

OCT 26 1992 - 12:45 PM

~~INTERSTATE COMMERCE COMMISSION~~

TRUST INDENTURE SUPPLEMENT (BN 1992-C) NO. 2

Dated as of September 29, 1992

By

WILMINGTON TRUST COMPANY,  
Owner Trustee

New Covered Hopper Cars

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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.

**TRUST INDENTURE SUPPLEMENT  
(BN 1992-C) NO. 2**

This Indenture Supplement (BN 1992-C) No. 2, dated as of September 29, 1992 (this "*Indenture Supplement*"), of WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner Trustee*") under the Trust Agreement (BN 1992-C), dated as of September 15, 1992 (the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and BNY Capital Funding Corp., a New York corporation, as Owner Participant;

**WITNESSETH:**

WHEREAS, the Trust Agreement provides for the execution and delivery of supplements thereto (individually, an "*Indenture Supplement*" and, collectively, "*Indenture Supplements*") substantially in the form hereof which shall particularly describe the Equipment delivered on each Closing Date (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment delivered on such Closing Date;

WHEREAS, Trust Indenture and Security Agreement (BN 1992-C), dated as of September 15, 1992 (the "*Indenture*"), between the Owner Trustee and The Connecticut National Bank, as Indenture Trustee (the "*Indenture Trustee*"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment delivered on each Closing Date, by having attached thereto a copy of the Lease Supplement delivered on such Closing Date, and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, each of the Trust Agreement and the Indenture relates to the Equipment described in the copy of the Lease Supplement (BN 1992-C) No. 2 of even date herewith attached hereto and made a part hereof, and a counterpart of each of the Trust Agreement and the Indenture is attached to and made a part of this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described in the copy of the Lease Supplement attached hereto (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date

herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This 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.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

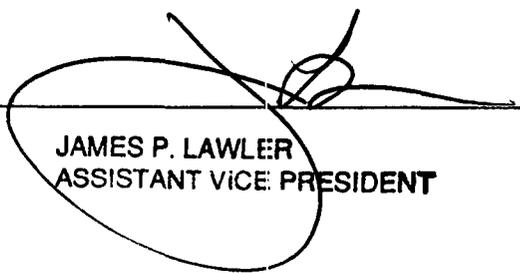
AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers as of the day and year first above written.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
JAMES P. LAWLER  
ASSISTANT VICE PRESIDENT

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