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December 29, 1992

RECORDATION NO. 17952-F FILED 1425

2 North Central Avenue
Phoenix, Arizona 85004
(602) 256-4060

DEC 29 1992 - 11 00 AM

50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

INTERSTATE COMMERCE COMMISSION

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

RECORDATION NO. 17952-F FILED 1425

DEC 29 1992 - 11 00 AM

17952

REC'D
11 07 AM '92

Re: ~~Interstate Commerce Commission~~
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 original copies of each of the two secondary documents described below, which secondary documents are related to the two previously recorded primary documents 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. 3, dated December 29, 1992, between Wilmington Trust Company, as Lessor (the "Lessor"), and Burlington Northern Railroad Company, as Lessee (the "Lessee"); and
- (2) Trust Indenture Supplement (BN 1992-C) No. 3, dated December 29, 1992, by Wilmington Trust Company, as Owner Trustee (the "Owner Trustee").

The primary documents to which the enclosed secondary documents are connected are as follows:

- (1) Lease Agreement (BN 1992-C), dated as of September 15, 1992, between Wilmington Trust Company, as lessor (the "Lessor"), and Burlington Northern Railroad Company, as lessee (the "Lessee") which was recorded on September 29, 1992 and assigned recordation number 17952; 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

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Handwritten signatures and initials on the left margin.

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"Indenture Trustee") which was recorded on September 29, 1992 and assigned recordation number 17952-A.

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

LEASE SUPPLEMENT (BN 1992-C) NO. 3

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

TRUST INDENTURE SUPPLEMENT (BN 1992-C) NO. 3

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

Indenture Trustee: The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

The Lease Supplement (BN 1992-C) No. 3 and the Trust Indenture Supplement (BN 1992-C) No. 3 provide, *inter alia*, for the Lease Agreement (BN 1992-C) and the Trust Indenture Security Agreement (BN 1992-C) to apply to the 333 new covered hopper cars in Schedule 1 to the Lease Supplement (BN 1992-C) No. 3, namely the road numbers set forth in 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

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

(1) **LEASE SUPPLEMENT (BN 1992-C) NO. 3:**

Lease Supplement (BN 1992-C) No. 3 between Wilmington Trust Company, as Lessor, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and Burlington Northern Railroad Company, as Lessee, 777 Main Street, Fort Worth, Texas 76102, dated December 29, 1992, covering the 333 new covered hopper cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement (BN 1992-C) No. 3, namely the road numbers set forth in Exhibit A attached hereto. The Lease Supplement (BN 1992-C) No. 3 is related to the Lease Agreement (BN 1992-C) between the Lessor and the Lessee, dated as of September 15, 1992, which was previously recorded and assigned recordation number 17952.

(2) **TRUST INDENTURE SUPPLEMENT (BN 1992-C) NO. 3:**

Trust Indenture Supplement (BN 1992-C) No. 3 by Wilmington Trust Company, as Owner Trustee, Rodney Square North, 1100 Market Street, Wilmington, Delaware 19890, dated as of December 29, 1992, covering the 333 new covered hopper cars bearing the road numbers set forth in Schedule 1 to Lease Supplement (BN 1992-C) No. 3, namely the road numbers set forth in Exhibit A attached hereto. The Trust Indenture Supplement (BN 1992-C) No. 3 is related to the Trust Indenture and Security Agreement (BN 1992-C) between the Owner Trustee and the Indenture Trustee dated as of September 15, 1992, which was previously recorded 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

EXHIBIT A

EQUIPMENT	QUANTITY	REPORTING MARKS
New Covered Hopper Cars	333	BN 467500-467503, BN 467505, BN 467508, BN 467521, BN 467535, BN 467540, BN 467550, BN 467602, BN 467608, BN 467618, BN 467619, BN 467644-467647, BN 467660, BN 467667, BN 467669, BN 467687-467689, BN 467691-467999

DEC 29 1992 -11 50 AM

INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE SUPPLEMENT (BN 1992-C) NO. 3

Dated December 24, 1992

By

WILMINGTON TRUST COMPANY,
Owner Trustee

New Covered Hopper Cars

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303
on December ____, 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 December ____, 1992, at ____:____.M.

TRUST INDENTURE SUPPLEMENT
(BN 1992-C) NO. 3

This Indenture Supplement (BN 1992-C) No. 3, dated December 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 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: VP

STATE OF ~~ILLINOIS~~) Delaware
) SS:
COUNTY OF ~~COOK~~) New Castle

On this 22nd day of December, 1992, before me personally appeared NORMA CLOSS to me personally known, who being by me duly sworn, says that he/she is a VICE PRESIDENT of Wilmington Trust Company, that said instrument was signed and sealed on December 22nd, 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)

SONJA F. ALLEN
NOTARY PUBLIC

My Commission expires May 30, 1994

My Commission Expires: _____

LEASE SUPPLEMENT (BN 1992-C) NO. 3

Dated December 21, 1992

Between

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 December __, 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 December, 1992, at ____ __.M.

LEASE SUPPLEMENT (BN 1992-C) NO. 3

LEASE SUPPLEMENT (BN 1992-C) NO. 3 dated December 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 is \$14,985,000.00 and the amounts comprising such Equipment Cost are set forth on

Schedule 1 hereto. 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 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: Norma P. Cross
Title: Vice President

LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

By: _____

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

Receipt of the original counterpart of the foregoing Lease Supplement is hereby acknowledged this _____ day of December, 1992.

THE CONNECTICUT NATIONAL BANK,
as Indenture Trustee

By: _____

Name:
Title:

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:
Title:

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

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

Receipt of the original counterpart of the foregoing Lease Supplement is hereby acknowledged this _____ day of December, 1992.

THE CONNECTICUT NATIONAL BANK,
as Indenture Trustee

By: _____
Name:
Title:

STATE OF ~~ILLINOIS~~ **Delaware**)
) SS:
COUNTY OF ~~COOK~~ **Castle**

On this 22nd day of December, 1992, before me personally appeared Norma Cross to me personally known, who being by me duly sworn, says that he/she is a VICE PRESIDENT of Wilmington Trust Company, that said instrument was signed and sealed on December 22nd, 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

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

(SEAL)

My Commission Expires: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this ____ day of December, 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 December __, 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 _____
Notary Public

(SEAL)

My Commission Expires: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this _____ day of December, 1992, before me personally appeared _____ to me personally known, who being by me duly sworn, says that he/she is a _____ of Wilmington Trust Company, that said instrument was signed and sealed on December ____, 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 _____
Notary Public

(SEAL)

My Commission Expires: _____

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this 23rd day of December, 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 December 23, 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.



(SEAL)

By Kelly Murray
Notary Public

My Commission Expires: August 23, 1993

Lease Supplement (BN 1992-C)

EQUIPMENT	QUANTITY	REPORTING MARKS
New Covered Hopper Cars	333	BN 467500-467503, BN 467505, BN 467508, BN 467521, BN 467535, BN 467540, BN 467550, BN 467602, BN 467608, BN 467618, BN 467619, BN 467644-467647, BN 467660, BN 467667, BN 467669, BN 467687-467689, BN 467691-467999