

Counterparts - Betty Garas

RECORDATION NO. 10534-6 FILED

ALVORD AND ALVORD
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JUL 8 '97 3-40PM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 8, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Second Amendment to Lease of Railroad Equipment, dated as of May 30, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment which was previously filed with the Commission under Recordation Number 10534.

The names and addresses of the parties to the enclosed document are:

Lessor: BA Credit Corporation
555 California Street, 4th Floor
San Francisco, California 94104

Lessee: The Burlington Northern and Santa Fe
Railway Company
2600 Lou Menk Drive
Fort Worth, Texas 76131

A description of the railroad equipment covered by the enclosed document is set forth in the Lease as originally filed with the Commission.

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RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
July 8, 1997
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

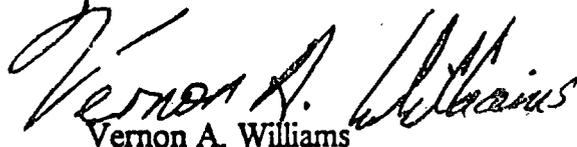
Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

DATE: 7/8/97

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 7/8/97 at 3:40PM, and
assigned recordation number(s) 10534-G, 18934-K, 18934-L and 18934-M.

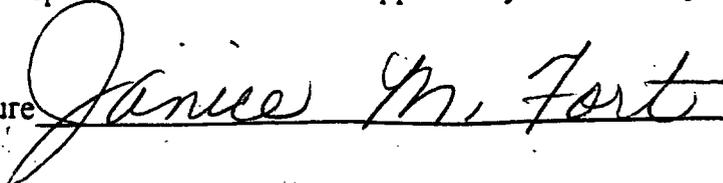
Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 96.00 The amount indicated at the left has been received in payment of a fee in
connection with a document filed on the date shown. This receipt is issued for the amount paid.
In the event of an error or any questions concerning this fee, you will receive a notification after
the Surface Transportation Board has an opportunity to examine your document.

Signature



JUL 8 '97 3-40PM

BN 5/1/79

SECOND AMENDMENT TO LEASE OF RAILROAD EQUIPMENT entered into as of May 30, 1997 between **BA CREDIT CORPORATION**, a Delaware corporation with its principal office at 555 California Street, 4th Floor, San Francisco, California 94104 ("Lessor") and **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY** (formerly known as Burlington Northern Railroad Company and before that as Burlington Northern Inc.), a Delaware corporation with its office at 2600 Lou Menk Drive, Fort Worth, TX 76131 ("Lessee") with reference to the following:

WHEREAS, Bamerilease, Inc. and Lessee have entered into a Lease of Railroad Equipment dated as of May 1, 1979 and Lessee and Lessor have entered into a First Amendment to Lease of Railroad Equipment dated as of June 30, 1996, (together the "Lease"); all defined terms therein not otherwise defined herein being used with their meanings as defined therein);

WHEREAS, BA CREDIT CORPORATION is successor by assignment to BA Leasing & Capital Corporation and BA Leasing & Capital Corporation became successor by merger to Bamerilease, Inc., as lessor; and

WHEREAS, Lessor and Lessee now desire to further amend the Lease as hereinafter set forth:

NOW, THEREFORE, the parties hereto agree as follows:

A. 1. The term of the Lease as to the thirty-four (34) C30-7 are renewed for a fixed period of time beginning June 1, 1997 and ending March 31, 1998 (the "C30-7 Second Renewal Term").

2. Beginning June 1, 1997 through and including August 31, 1997, the rental for each C30-7 is \$150.00 per C30-7 per day. The C30-7 rental is due and payable monthly in arrears beginning July 1, 1997. If during this period and upon two (2) weeks advance written notice from Lessee to Lessor that Lessee will store any or all of the C30-7, Rentals shall cease upon each C30-7 stored by Lessee until Lessee returns such C30-7 to service. Lessee will provide prompt written notification of the date that any stored C30-7 is returned to service.

3. Beginning September 1, 1997 through and including March 31, 1998, the rental for each C30-7 (whether in service or stored) is \$170.00 per Unit per day. The C30-7 rental is due and payable monthly in arrears beginning October 1, 1997.

B. 1. During the C30-7 Second Renewal Term, Lessee may by providing written notice to Lessor by March 1, 1998, elect a third renewal term beginning April 1, 1998 and ending March 31, 1999 (the "C30-7 Third Renewal Term").

2. Beginning April 1, 1998 through and including August 31, 1998, the rental for each C30-7 is \$150.00 per Unit per day. The C30-7 rental is due and payable monthly in arrears beginning May 1, 1998.

3. Beginning September 1, 1998 through and including March 31, 1999, the rental for each C30-7 (whether in service or stored) is \$170.00 per Unit per day. The C30-7 rental is due and payable monthly in arrears beginning October 1, 1998.

C. Lessor may at any time, during the C30-7 Second Renewal Term, the C30-7 Third Renewal Term or the SD 40-2 Renewal Term, assign or transfer all of the right, title or interest of Lessor in and to the C30-7 units or the SD 40-2 units, or both, to one or more assignees, and the rights, benefits and advantages of Lessor hereunder, including the rights to receive payment of rent or any other payment hereunder, Lessor's title to the Units and any and all obligations of Lessor in connection herewith. Lessor may disclose to any potential or actual assignee or transferee any information in the possession of Lessor or any of its affiliates relating to Lessee or this Lease.

D. Except as is herein specifically amended, all of the terms, covenants, and provisions of the Lease remain in full force and effect.

E. Capitalized terms used herein without definition have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease as of the day and year written above.

BA CREDIT CORPORATION

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY** (formerly
known as Burlington Northern Railroad Company
and before that as Burlington Northern Inc.),

Lessor

Lessee

By:



By:



Title:

Chairman

Title:

Supt Loco. Leasing & Planning

Note to Lessee: The foregoing
must be acknowledged before
a Notary Public.

STATE OF TEXAS)

COUNTY OF TARRANT)

On July 2, 1997, before me, LaVonda K. Jordan, personally appeared Harry Baldaccini, Supt. Loco. Leasing & Planning, Burlington Northern Santa Fe Railway Company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed in her authorized capacity, and that her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

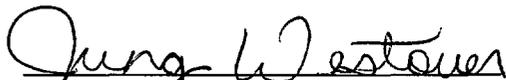

Signature of Notary Public

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

On June 12, 1997, before me, Jung Westover, personally appeared Richard A. Rodgers, Chairman of BA Credit Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed in her authorized capacity, and that her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:


Signature of Notary Public

