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16936-B
RECORDATION NO. FILED 1425

AUG 8 1991 -11 40 AM

INTERSTATE COMMERCE COMMISSION

1-220A028

August 8, 1991

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

16936-A
RECORDATION NO. FILED 1425

AUG 8 1991 -11 40 AM

INTERSTATE COMMERCE COMMISSION

16936-A
AUG 11 1991

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are (1) an original and two (2) counterparts of Rider Four (4) to Lease Agreement, dated as of February 1, 1991, among General Electric Capital Corporation (hereinafter "Lessor"), Burlington Northern Railroad Company (hereinafter "Lessee"), and BN Leasing Corporation, and (2) an original and one (1) counterpart of Rider Five (5) to Lease Agreement, dated as of April 1, 1991, among Lessor, Lessee and BN Leasing Corporation.

Both of these documents are secondary documents. The primary document to which they relate is that certain Lease Agreement, dated as of March 1, 1990, among Lessor, Lessee and BN Leasing Corporation, recorded under Recordation No. 16936. It is my understanding that the recordation numbers to be assigned to these new documents as described in the preceding paragraph will be: 16936-A and 16936-B.

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

LESSOR:

General Electric Capital Corporation
1600 Summer Street
Stamford, CT 06905
Attn: Manager-Operations, Transportation
& Industrial Funding

Handwritten signature: Cleary, Wood & Maser

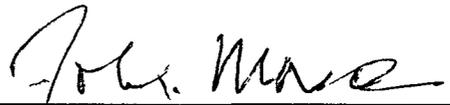
DONELAN, CLEARY, WOOD & MASER, P.C.
The Honorable Sidney L. Strickland, Jr.
August 8, 1991
Page 3

SECONDARY DOCUMENTS

Rider Four (4) to Lease Agreement, dated as of February 1, 1991, among General Electric Capital Corporation ("Lessor"), Burlington Northern Railroad Company ("Lessee"), and BN Leasing Corporation, relating to: 937 50' 6", 70-ton boxcars, bearing identification marks and numbers as listed therein.

Rider Five (5) to Lease Agreement, dated as of April 1, 1991, between Lessor, Lessee and BN Leasing Corporation, relating to 464 50' 6", 70-ton boxcars, bearing identification marks and numbers as listed therein.

Respectfully submitted by,



JOHN K. MASER III

Attorney-In-Fact

Enclosure
286-6

Interstate Commerce Commission
Washington, D.C. 20423

8/ 8 91

OFFICE OF THE SECRETARY

John K Maser III

Donelan, Cleary, Wood & Maser

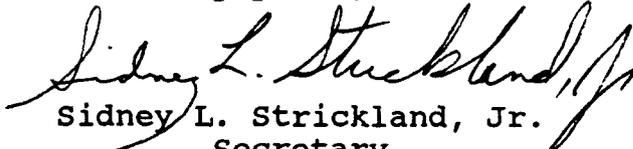
1275 K St N.W. Suite 850

Washington, D.C. 20005-4006

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 8/8/91 at 11:40am, and assigned recordation number(s). 16936-A & 16936-B8138-C & 8138-D,8137-C 8136-C 8135-C 8134-C & 8212-C, 8210-B & 8211-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

16936-A
REGISTRATION NO. FILED MAR

AUG 8 1991 -11 40 AM

RIDER FOUR (4) TO LEASE AGREEMENT
INTERSTATE COMMERCE COMMISSION

Effective this 1st day of February, 1991, this Rider shall become a part of the Agreement between **General Electric Capital Corporation**, Lessor, **Burlington Northern Railroad Company**, Lessee, and **BN Leasing Corporation, BNLC**, dated March 1, 1990 (the "Agreement") which Agreement was filed and recorded with the Interstate Commerce Commission on July 18, 1990 and assigned Recordation No. 16936. The Units described herein shall be leased to Lessee, subject to the terms and conditions in said Agreement and this Rider as shown below:

- I. NUMBER OF UNITS: Nine hundred thirty seven (937).
- II. DESCRIPTION OF UNITS: B314, XM, 50'6", 70 ton boxcars.
- III. LEASE TERM: February 1, 1991 through January 31, 2003.
- IV. RENTAL RATE: \$569 per Unit per semiannual period.
- V. PAYMENT DATES: August 1 and February 1.
- VI. PURCHASE OPTION: Subject to Article 22 of the Agreement, BNLC has the right to purchase any or all of the Units remaining at the end of the Lease Term for the lower of their then Fair Market Value, as determined not later than 30 days prior to the expiration of the Lease Term, or \$4,000 per Unit.
- VII. RENEWAL OPTION: Subject to Article 22 of the Agreement, BNLC has the right to extend the term of this Agreement in respect of any or all of the Units remaining at the end of the Lease Term for a period of up to two (2) years at the Units' then Fair Market Rental Value, as determined not later than 30 days prior to the expiration of the Lease Term.
- VIII. DELIVERY DATE: February 1, 1991.
- IX. PLACE OF DELIVERY: The Units are already in Lessee's possession and Lessee hereby accepts the Units under the Agreement "as is, where is".
- X. COST OF DELIVERY: At Lessee's expense.

RIDER FOUR (4) TO LEASE AGREEMENT

XI. UNIT INITIALS AND NUMBERS:

BN 249000 - 249052 (all inclusive)	BN 249947 - 249954 (all inclusive)
BN 249055 - 249083 (all inclusive)	BN 249956 - 249966 (all inclusive)
BN 249086	BN 249968 - 249997 (all inclusive)
BN 249088 - 249094 (all inclusive)	BN 249999 - 250019 (all inclusive)
BN 249096 - 249136 (all inclusive)	BN 250021 - 250050 (all inclusive)
BN 249138 - 249158 (all inclusive)	BN 250052 - 250064 (all inclusive)
BN 249160 - 249166 (all inclusive)	BN 250066 - 250092 (all inclusive)
BN 249168 - 249185 (all inclusive)	BN 250094 - 250133 (all inclusive)
BN 249187 - 249200 (all inclusive)	BN 250135 - 250154 (all inclusive)
BN 249202 - 249214 (all inclusive)	BN 250156 - 250159 (all inclusive)
BN 249216 - 249228 (all inclusive)	BN 250161 - 250165 (all inclusive)
BN 249230	BN 250219 - 250280 (all inclusive)
BN 249232 - 249323 (all inclusive)	BN 250282 - 250289 (all inclusive)
BN 249325 - 249333 (all inclusive)	BN 250291 - 250308 (all inclusive)
BN 249335 - 249361 (all inclusive)	BN 250310 - 250312 (all inclusive)
BN 249363 - 249380 (all inclusive)	BN 250314 - 250320 (all inclusive)
BN 249382 - 249389 (all inclusive)	BN 250322 - 250334 (all inclusive)
BN 249391 - 249418 (all inclusive)	BN 250336 - 250349 (all inclusive)
BN 249421 - 249450 (all inclusive)	BN 250351 - 250371 (all inclusive)
BN 249452 - 249455 (all inclusive)	BN 250373 - 250379 (all inclusive)
BN 249457, 249458	BN 250381 - 250414 (all inclusive)
BN 249460	BN 250416 - 250420 (all inclusive)
BN 249901 - 249908 (all inclusive)	BN 250422 - 250425 (all inclusive)
BN 249910 - 249932 (all inclusive)	BN 250427 - 250444 (all inclusive)
BN 249934	BN 250446 - 250450 (all inclusive)
BN 249936 - 249945 (all inclusive)	BN 250452 - 250481 (all inclusive)

XII. CASUALTY SCHEDULE:

<u>Rental</u> <u>Payment Date</u>	<u>Casualty Value</u>	<u>Rental</u> <u>Payment Date</u>	<u>Casualty Value</u>
2/1/91	\$9,500	8/1/97	\$7,437
8/1/91	\$9,407	2/1/98	\$7,182
2/1/92	\$9,293	8/1/98	\$6,905
8/1/92	\$9,172	2/1/99	\$6,592
2/1/93	\$9,044	8/1/99	\$6,306
8/1/93	\$8,909	2/1/00	\$6,027
2/1/94	\$8,766	8/1/00	\$5,735
8/1/94	\$8,617	2/1/01	\$5,429
2/1/95	\$8,458	8/1/01	\$5,110
8/1/95	\$8,292	2/1/02	\$4,775
2/1/96	\$8,117	8/1/02	\$4,425
8/1/96	\$7,901	2/1/03	\$4,000
2/1/97	\$7,676		

RIDER FOUR (4) TO LEASE AGREEMENT

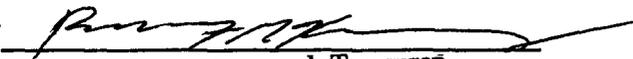
IN WITNESS WHEREOF, the parties have executed this Rider as of the 1st day of February, 1991.

**BURLINGTON NORTHERN RAILROAD
COMPANY**

By 

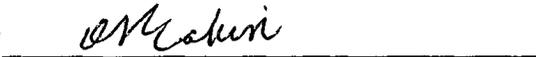
Title Vice President and Treasurer

BN LEASING CORPORATION

By 

Title Vice President and Treasurer

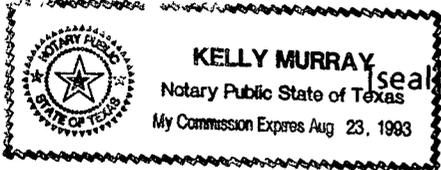
**GENERAL ELECTRIC CAPITAL
CORPORATION**

By 

Title MR-OPERATIONS

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

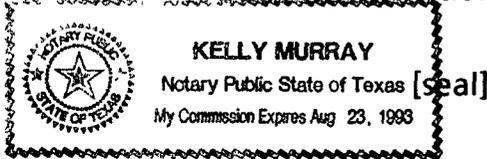
On this 1st day of February, 1991, before me personally appeared Robert F. McKenna, to me personally known, who being duly sworn, did depose and say that such person is Vice President & Treasurer of the Burlington Northern Railroad Company and that the foregoing Rider Four (4) to Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Kelly Murray
Notary Public

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

On this 1st day of February, 1991, before me personally appeared Robert F. McKenna, to me personally known, who being duly sworn, did depose and say that such person is Vice President & Treasurer of the BN Leasing Corporation and that the foregoing Rider Four (4) to Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Kelly Murray
Notary Public

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 1st day of February, 1991, before me personally appeared _____, to me personally known, who being duly sworn, did depose and say that such person is _____ of the General Electric Capital Corporation and that the foregoing Rider Four (4) to Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

[seal]

Kari L. Conti
Notary Public

KARI L. CONTI
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1995