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INTERSTATE COMMERCE COMMISSION

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1899 1990

FRANCIS T P PLIMPTON
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STANLEY R RESOR
JOSEPH BARBASH
HAROLD H HEALY JR
JAMES B WELLES JR
OF COUNSEL

0-270A029

September 27, 1990

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

$60.00

17026 New Number
-A
-B
-C

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303 are two copies of each of the Equipment Lease Agreement (BN 1990-B), dated as of September 14, 1990 ("Lease"), Lease Supplement (BN 1990-B) No. 1, dated September 27, 1990 ("Lease Supplement"), the Trust Indenture and Security Agreement (BN 1990-B), dated as of September 14, 1990 ("Indenture"), and Indenture Supplement (BN 1990-B) No. 1, dated September 27, 1990 ("Indenture Supplement"), the Lease and Indenture being primary documents and the Lease Supplement and Indenture Supplement being secondary documents.

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

Lease and Lease Supplement

Lessor: Wilmington Trust Company, as
Owner Trustee
Rodney Square North
Wilmington, Delaware 19890

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

Indenture

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

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

Indenture Supplement

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

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Lease Supplement.

Also enclosed is a check in the amount of $60 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission's Index is:

> The Equipment Lease Agreement (BN 1990-B), dated as of September 14, 1990, and Lease Supplement (BN 1990-B) No. 1, dated September 27, 1990, each between Wilmington Trust Company, as Owner Trustee, Lessor, and Burlington Northern Railroad Company, Lessee; the Trust Indenture and Security Agreement (BN 1990-B), dated as of

September 14, 1990, between Wilmington Trust Company, as Owner Trustee, and The Connecticut National Bank, as Indenture Trustee; and Indenture Supplement (BN 1990-B) No. 1, dated September 27, 1990, executed by the Owner Trustee, covering covered grain hopper railroad cars.

Very truly yours,

Steven C. Schnitzer

Enclosures

10324837

Interstate Commerce Commission

Washington, D.C. 20423

9/27/90

OFFICE OF THE SECRETARY

Steven C. Schnitzer
Debevoise & Plimpton
875 Third Avenue
New York,N.Y. 10022

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 9/27/90 at 12:05pm , and assigned recordation number(s). 17026 17026-A,17026-B & 17026-C

Sincerely yours,

Sidney L. Strickland, Jr.

Sidney L. Strickland, Jr.
Secretary

DEBEVOISE & PLIMPTON

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(212) 909-6000

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STANLEY R RESOR
JOSEPH BARBASH
HAROLD H HEALY JR
JAMES B WELLES JR
OF COUNSEL

September 27, 1990

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

17026 A, B & C
RECORDATION NO ____ FILED 1425
Sep 27 1989 12:05 PM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303 are two copies of each of the Equipment Lease Agreement (BN 1990-B), dated as of September 14, 1990 ("Lease"), Lease Supplement (BN 1990-B) No. 1, dated September 27, 1990 ("Lease Supplement"), the Trust Indenture and Security Agreement (BN 1990-B), dated as of September 14, 1990 ("Indenture"), and Indenture Supplement (BN 1990-B) No. 1, dated September 27, 1990 ("Indenture Supplement"), the Lease and Indenture being primary documents and the Lease Supplement and Indenture Supplement being secondary documents.

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Lease and Lease Supplement

Lessor: Wilmington Trust Company, as
Owner Trustee
Rodney Square North
Wilmington, Delaware 19890

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

Indenture

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

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

Indenture Supplement

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

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Lease Supplement.

Also enclosed is a check in the amount of $60 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission's Index is:

> The Equipment Lease Agreement (BN 1990-B), dated as of September 14, 1990, and Lease Supplement (BN 1990-B) No. 1, dated September 27, 1990, each between Wilmington Trust Company, as Owner Trustee, Lessor, and Burlington Northern Railroad Company, Lessee; the Trust Indenture and Security Agreement (BN 1990-B), dated as of

September 14, 1990, between Wilmington Trust Company, as Owner Trustee, and The Connecticut National Bank, as Indenture Trustee; and Indenture Supplement (BN 1990-B) No. 1, dated September 27, 1990, executed by the Owner Trustee, covering covered grain hopper railroad cars.

Very truly yours,

Steven C. Schnitzer

Enclosures

10324837

NEW NUMBER

EQUIPMENT LEASE AGREEMENT
(BN 1990-B)

17026

Dated as of September 14, 1990 RECORDATION NO _____ FILED 1425

Between SEP 27 1990 -12 05 PM

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

Covered Hoppers

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE HEREUNDER 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 1990-B), DATED AS OF SEPTEMBER 14, 1990 BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THIS LEASE. THIS LEASE AGREEMENT 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 PAGES THEREOF. SEE SECTION 26.2 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 September __, 1990 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 September __, 1990, at __:__ _.M.

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Attachments to Equipment Lease:

Exhibit A Form of Lease Supplement

Appendix A Definitions

10322475

EQUIPMENT LEASE AGREEMENT
(BN 1990-B)

This EQUIPMENT LEASE AGREEMENT (BN 1990-B), dated as of September 14, 1990 (this "Lease"), between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity except as expressly provided herein, but solely as Owner Trustee under the Trust Agreement ("Lessor"), and Burlington Northern Railroad Company, a Delaware corporation ("Lessee"),

W I T N E S S E T H :

Section 1. Definitions.

Unless the context otherwise requires, all capitalized terms used herein without definition shall have the respective meanings set forth in Appendix A hereto for all purposes of this Lease.

Section 2. Acceptance and Leasing of Equipment.

Lessor hereby agrees (subject to satisfaction or waiver of the conditions set forth in Section 4.1 and 4.3 of the Participation Agreement), simultaneously with the delivery of each Unit from Seller to Lessor and acceptance thereof by Lessor, to accept delivery of such Unit from Seller, as evidenced by the execution and delivery by Lessor and Lessee of a Certificate of Acceptance with respect to such Unit and thereafter to lease such Unit to Lessee hereunder, and Lessee hereby agrees (subject to satisfaction or waiver of the conditions set forth in Section 4.4 of the Participation Agreement) to lease from Lessor hereunder, such Unit, as evidenced by the execution and delivery by Lessee and Lessor of a Lease Supplement covering such Unit. Lessor hereby authorizes one or more employees of Lessee, designated by Lessee, to act on behalf of Lessor as its authorized representative or representatives to accept delivery of the Equipment, to execute and deliver such Certificate of Acceptance, all in accordance with Section 2.3(b) of the Participation Agreement. Lessee hereby agrees that such acceptance of delivery by such authorized representative or representatives on behalf of Lessor shall, without further act, irrevocably constitute acceptance by Lessee of such Unit for all purposes of this Lease.

Section 3. Term and Rent.

3.1. Lease Term. The interim term of this Lease (the "Interim Term") for each Unit shall commence on the Closing Date with respect to such Unit and shall terminate one day before the Basic Term Commencement Date. The basic term of this Lease (the "Basic Term") shall commence on the Basic Term Commencement Date and, subject to earlier termination pursuant to Sections 10, 11, 15, and 22.1, shall expire at 11:59 P.M. (Chicago time) on the Basic Term Expiration Date. Subject and pursuant to Section 22.2, the Lessee may elect one or more Renewal Terms with respect to any Unit.

3.2. Basic Rent. Lessee hereby agrees to pay Lessor Basic Rent for each Unit throughout the Basic Term applicable thereto in consecutive semi-annual installments payable on each Rent Payment Date. Each such payment of Basic Rent shall be in an amount equal to the product of the Equipment Cost for such Unit multiplied by the Basic Rent percentage for such Unit set forth opposite such Rent Payment Date on Schedule 3 to the Participation Agreement (as such Schedule 3 shall be adjusted pursuant to Section 2.6 of the Participation Agreement). Basic Rent shall be payable in advance on certain Rent Payment Dates and in arrears on certain Rent Payment Dates, as specified in Schedule 3 to the Participation Agreement, as so adjusted, such Schedule 3 as so adjusted from time to time being incorporated herein by reference.

Anything contained herein or in the Participation Agreement to the contrary notwithstanding, each installment of Basic Rent (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement) shall be, under any circumstances and in any event, in an amount at least sufficient for Lessor to pay in full as of the due date of such installment, any payment of principal of and interest on the Equipment Notes required to be paid by Lessor pursuant to the Indenture on such due date.

3.3. Supplemental Rent. Lessee also agrees to pay to Lessor, or to whomsoever shall be entitled thereto, any and all Supplemental Rent, promptly as the same shall become due and owing, or where no due date is specified, promptly after demand by the Person entitled thereto, and in the event of any failure on the part of Lessee to pay

any Supplemental Rent, Lessor shall have all rights, powers and remedies provided for herein or by law or equity or otherwise as in the case of nonpayment of Basic Rent. Lessee will also pay (i) on demand, as Supplemental Rent, to the extent permitted by applicable law, an amount equal to interest at the applicable Late Rate on any part of any installment of Basic Rent not paid when due for any period for which the same shall be overdue and on any payment of Supplemental Rent not paid when due or demanded, as the case may be, for the period from such due date or demand until the same shall be paid, (ii) in the case of the termination of this Lease with respect to any Unit pursuant to Section 10, on the applicable Termination Date, an amount equal to the estimated Make-Whole Amount, if any, with respect to the principal amount of each Equipment Note to be prepaid as a result of such termination, and on the date each such Equipment Note is prepaid the amount, if any, by which the actual Make-Whole Amount exceeds the estimated Make-Whole Amount, and (iii) in the case of the termination of this Lease with respect to any Unit pursuant to Section 22.1, on the date such Unit is purchased, an amount equal to the Make-Whole Amount, if any, with respect to any Equipment Note to be prepaid on such date. All Supplemental Rent to be paid pursuant to this Section 3.3 shall be payable in the type of funds and in the manner set forth in Section 3.6.

3.4. Adjustment of Rent. Lessee and Lessor agree that the Basic Rent, Stipulated Loss Value and Termination Value percentages shall be adjusted to the extent provided in Section 2.6 of the Participation Agreement.

3.5. Advances. Lessor agrees to give notice to Lessee and the Indenture Trustee at least five Business Days prior to the Basic Term Commencement Date if the funds for the payment contemplated to be made by the Owner Trustee pursuant to Section 2.2(c) of the Participation Agreement will not be paid by the Owner Trustee to the Indenture Trustee in an amount equal to the amount contemplated to be paid pursuant to Section 2.2(c) of the Participation Agreement. If and to the extent that the Indenture Trustee on the Basic Term Commencement Date shall not have received funds from the Owner Trustee sufficient for the payment in full of the amounts then due and owing on the Equipment Notes, Lessee shall pay as Supplemental Rent, in one installment due on the Basic Term Commencement Date, an amount, if any, equal to such

deficiency (such payment being referred to herein as an "Advance"). In the event Lessee makes any Advance pursuant to this Section 3.5 and is not promptly reimbursed therefor by the Owner Participant after demand for such reimbursement in the manner set forth in Section 20, Lessee shall be entitled to offset and deduct (without duplication) against each succeeding payment or portion thereof of Basic Rent, Supplemental Rent, Stipulated Loss Value, Termination Value or any other amount due from Lessee to Persons other than the holders of the Equipment Notes, the Indenture Trustee, and the Owner Trustee in its individual capacity, an amount equal to such Advance plus interest on such amount at the Overdue Rate until Lessee has been fully reimbursed for such Advance plus such interest and in each such case, such offset shall be deemed to constitute a reduction in the amount of such Advance so payable. No such offset or aggregate combined effect of separate offsets shall reduce the amount of any installment of Basic Rent to an amount that is insufficient to pay in full the payments then required to be made on account of the principal and interest on the Equipment Notes then outstanding.

3.6. Manner of Payments. All Rent (other than Supplemental Rent payable to Persons other than Lessor, which shall be payable to such other Persons in accordance with written instructions furnished to Lessee by such Persons, as otherwise provided in any of the Operative Agreements or as required by law) shall be paid by Lessee to Lessor at its office at Rodney Square North, Wilmington, Delaware, 19890, Attention: Corporate Trust Administration (BN 1990-B). All Rent shall be paid by Lessee in funds consisting of lawful currency of the United States of America, which shall be immediately available to the recipient not later than 12:00 noon (New York City time) on the date of such payment, provided that so long as the Indenture shall not have been discharged pursuant to the terms thereof, Lessor hereby directs, and Lessee agrees, that all Rent (excluding Excepted Property) payable to Lessor and assigned to the Indenture Trustee shall be paid directly to the Indenture Trustee at the times and in funds of the type specified in this Section 3.6 at the office of the Indenture Trustee at 777 Main Street, Hartford, Connecticut, Attention: Corporate Trust Department (BN 1990-B), or at such other location in the United States of America as the Indenture Trustee may otherwise direct.

Section 4. Ownership and Marking of Equipment.

4.1. Retention of Title. Lessor shall and hereby does retain full legal title to and beneficial ownership of the Equipment notwithstanding the delivery of the Equipment to Lessee hereunder.

4.2. Duty to Number and Mark Equipment. As soon as practicable after the Closing Date, Lessee will cause each Unit to be numbered with its reporting mark shown on the Lease Supplement dated the Closing Date on which such Unit was delivered and covering such Unit, and will from and after such date keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting colors upon each side of each Unit, in letters not less than one inch in height, a legend substantially as follows:

"SUBJECT TO A SECURITY AGREEMENT RECORDED
WITH THE INTERSTATE COMMERCE COMMISSION"

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect Lessor's right, title and interest in and to such Unit, its rights under this Lease and the rights of the Indenture Trustee. Except as provided hereinabove, Lessee will not place any such Units in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof, and will replace promptly any such word or words in such legend which may be removed, defaced, obliterated or destroyed. Lessee will not change the reporting mark of any Unit except in accordance with a statement of new reporting marks to be substituted therefor, which statement shall be delivered to Lessor by Lessee and a supplement to this Lease and the Indenture with respect to such new reporting marks shall be filed or recorded in all public offices where this Lease and the Indenture shall have been filed or recorded.

4.3. Prohibition against Certain Designations. Except as above provided, Lessee will not allow the name of any Person to be placed on any Unit as a designation that might reasonably be interpreted as a claim of ownership; provided, however, that subject to the delivery of the statement specified in the last sentence of Section 4.2, Lessee may cause the Equipment to be lettered

with the names or initials or other insignia customarily used by Lessee or any permitted sublessees or any of their respective Affiliates on railroad equipment used by it of the same or a similar type.

Section 5. Disclaimer of Warranties; Right of Quiet Enjoyment.

5.1. Disclaimer of Warranties. Without waiving any claim Lessee may have against any seller, supplier or manufacturer, LESSEE ACKNOWLEDGES AND AGREES THAT, (i) EACH UNIT IS OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY AND ACCEPTABLE TO LESSEE, (ii) LESSEE IS SATISFIED THAT EACH UNIT IS SUITABLE FOR ITS PURPOSES, (iii) NEITHER LESSOR NOR THE OWNER PARTICIPANT IS A MANUFACTURER OR A DEALER IN PROPERTY OF SUCH KIND, (iv) EACH UNIT IS LEASED HEREUNDER SUBJECT TO ALL APPLICABLE LAWS AND GOVERNMENTAL REGULATIONS NOW IN EFFECT OR HEREAFTER ADOPTED, AND (v) LESSOR LEASES AND LESSEE TAKES EACH UNIT "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", AND LESSEE ACKNOWLEDGES THAT NEITHER LESSOR, AS LESSOR OR IN ITS INDIVIDUAL CAPACITY, NOR THE OWNER PARTICIPANT MAKES NOR SHALL BE DEEMED TO HAVE MADE, AND EACH EXPRESSLY DISCLAIMS, ANY AND ALL RIGHTS, CLAIMS, WARRANTIES OR REPRESENTATIONS EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN, OPERATION, MERCHANTABILITY THEREOF OR AS TO THE TITLE, OF THE EQUIPMENT, THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREOF OR CONFORMITY THEREOF TO SPECIFICATIONS, FREEDOM FROM PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, THE ABSENCE OF ANY LATENT OR OTHER DEFECT, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY OBLIGATIONS BASED ON STRICT LIABILITY IN TORT OR ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT THERETO, except that Lessor, in its individual capacity, represents and warrants that on the Closing Date, Lessor shall have received whatever title to the Equipment as was conveyed to Lessor by Seller and each Unit will be free of Lessor's Liens attributable to Lessor in its individual capacity. During the Lease Term so long as no Event of Default shall have occurred and be continuing, Lessor hereby appoints and constitutes Lessee its agent and attorney-in-fact during the Lease Term to assert and enforce, from time to time, in the name and for the account of Lessor and Lessee, as their interests may appear, but in all cases at the sole cost and expense of Lessee, whatever claims and rights Lessor may have as owner of the

Equipment against the manufacturers or any prior owner thereof.

5.2. Quiet Enjoyment. Each party to this Agreement acknowledges notice of, and consents in all respects to, the terms of this Lease, and expressly, severally and as to its own actions only, agrees that, notwithstanding any other provision of any of the Operative Agreements, so long as no Lease Event of Default has occurred and is continuing, it shall not take or cause to be taken any action inconsistent with Lessee's rights under this Lease or otherwise through its own actions in any way interfere with or interrupt the quiet enjoyment of the use, operation and possession of any Unit by the Lessee or any sublessee, assignee or transferee under any sublease, assignment or transfer then in effect and permitted by the terms of the Lease.

Section 6. Return of Equipment; Storage.

6.1. General. (a) On the expiration of the Lease Term with respect to any Unit which has not been purchased by the Seller, Lessee will, at its own cost and expense, deliver possession of such Unit to Lessor at any interchange point on the tracks of Lessee, f.o.b. such interchange point, as Lessor may reasonably designate to Lessee in writing at least 60 days before the end of the Lease Term, in the absence of such designation, as Lessee may select or, if Lessor has requested storage pursuant to Section 6.3, to the location determined in accordance with Section 6.3. To the extent that any maintenance logs are kept with respect to any Unit returned pursuant to this Section 6.1 and such maintenance logs are customarily made available to the purchaser of equipment of a type similar to such Unit, upon the request of Lessor and at Lessor's expense, such maintenance logs shall be made available to the Lessor or its designee upon the return of such Unit. Upon expiration of the Lease Term with respect to such Unit, compliance with the terms hereof and tender of such Unit at the location determined in accordance with this Section 6.1(a), this Lease and the obligation to pay Basic Rent and all other Rent for such Unit accruing subsequent to the expiration of the Lease Term with respect to such Unit shall terminate.

(b) In the event any Unit is not returned as hereinabove provided within 30 days (the "30-Day Period") after the expiration of the Lease Term with respect to

such Unit, (i) Lessor may, at its option, upon notice to Lessee on the Business Day next following the end of the 30-Day Period with respect to all such Units (provided that such 30-Day Period shall be extended to 180 days if Lessee is prevented from returning such Unit because of (x) floods, blue northers, act of God, earthquake or other natural disaster, or (y) war, riot, strike, epidemic or disease, or (z) any United States governmental law, rule, order or regulation, or is otherwise prevented for reasons not attributable to any event or events within the control of Lessee or any sublessee on the last day of the Lease Term) deem such failure to return such Unit to be an Event of Loss, whereupon the provisions of Sections 11.2, 11.3 and 11.4 shall apply to such Unit and (ii) so long as Lessor shall not have exercised its rights pursuant to clause (i) above, Lessee shall pay to Lessor, for each day after such 30-Day Period (without regard to the proviso in clause (i) above) an amount equal to the daily equivalent of the arithmetic average of the Basic Rent during the Basic Term for such Unit or, if the failure to return occurs after a Renewal Term, the arithmetic average of the Basic Rent paid during the Renewal Term for such Unit. The provision for payment pursuant to clause (ii) above shall not be in abrogation of Lessor's right under Section 6.1(a) to have such Unit returned to it hereunder.

6.2. Condition of Equipment. Each Unit when returned to Lessor pursuant to Section 6.1(a) shall be (i) capable of performing the functions for which it was designed, with all loading and unloading components operating, (ii) free from accumulations or deposits from the commodities transported in or on the Unit during the Lease Term, (iii) in the condition required by Sections 8.1 and 9.3 and (iv) free and clear of all Liens except Lessor Liens and Permitted Liens of the type described in clause (iv) of the definition of Permitted Liens and of which Lessee does not have actual knowledge, provided that Lessee agrees to promptly discharge any such Permitted Lien upon return of the Unit, Lessor's sole remedy for any breach of this clause (iv) being damages at law or specific performance at equity.

6.3. Storage. Upon the expiration of the Lease Term with respect to each Unit, upon written request of Lessor received at least 60 days prior to the end of the Lease Term, Lessee shall permit Lessor to store such Unit, free of charge, except as provided below, at such location on the tracks of Lessee used by Lessee for the storage of

surplus rolling stock or rolling stock available for sale as shall be reasonably designated by Lessor (taking into account, among other things, Lessee's storage capacity, security and access) in its request for storage pursuant to this Section 6.3 for a period (the "Storage Period") beginning on the expiration of the Lease Term and ending not more than 60 days after the later of the expiration of the Lease Term with respect to such Units or the date on which 50% of all Units to be returned at the expiration of the Lease Term have been returned. Any storage facilities provided by Lessee pursuant to this Section 6.3 shall, in all cases, be at the cost to Lessor of insurance and Lessee's out-of-pocket costs in connection with providing any services not contemplated hereby to be provided during the Storage Period and at the risk of Lessor (except, with respect to any injury to, or death of, any person exercising, either on behalf of Lessor or any prospective purchaser or user, the inspection rights granted pursuant to this Section 6.3, Lessee's gross negligence or willful misconduct). With respect to the Units stored pursuant hereto, Lessee will use reasonable efforts to carry and maintain with respect to stored Units, during the Storage Period under Lessee's insurance policies, property damage insurance and public liability insurance with respect to third party personal and property damage; provided that (i) Lessor pays all incremental costs associated with such insurance coverage, (ii) such insurance coverage does not negatively impact upon Lessee's loss insurance rating and (iii) any coverage provided is above Lessee's deductibles or self-insurance retention amounts. On not more than one occasion with respect to each stored Unit and upon not less than 15 days' prior written notice from Lessor to Lessee (which notice shall specify the transportation of all or no less than 30 Units), Lessee will, during the Storage Period, transport such Units, at Lessee's cost and expense, to a destination or interchange point, f.o.b. such destination or interchange point, on the Lessee's lines specified by the Lessor whereupon Lessee shall have no further liability or obligation with respect to such Units. During the Storage Period, Lessee will permit Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser or user of such Unit, to inspect the same; provided, however, that such inspection shall not interfere with the normal conduct of Lessee's business and such person shall be insured to the reasonable satisfaction of Lessee with respect to any risks incurred in connection with any such inspections and Lessee (except in

the case of Lessee's gross negligence or willful misconduct) shall not be liable for any injury to, or the death of, any person exercising, either on behalf of Lessor or any prospective purchaser or user, the rights of inspection granted pursuant hereto. Lessee shall not be required to store the Equipment after the Storage Period. If Lessee stores any Unit after the Storage Period, such storage shall be at the sole expense and risk of Lessor.

Section 7. Liens.

Lessee will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any Units or Lessee's leasehold interest therein under this Lease, except Permitted Liens, and Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge (by bonding or otherwise) any such Lien not excepted above if the same shall arise at any time.

Section 8. Maintenance; Operation; Possession; Compliance with Laws.

8.1. Maintenance. Lessee, at its own cost and expense, shall maintain ,repair and keep each Unit (i) in accordance with prudent Class I railroad industry maintenance practices in existence from time to time, (ii) in a manner consistent with maintenance practices used by Lessee in respect of equipment owned or leased by Lessee similar in type to such Unit, (iii) in accordance with maintenance requirements of insurance policies covering such Unit, and (iv) in compliance, in all material respects, with all applicable laws and regulations, including any applicable Interchange Rules, as applicable to continued use by Lessee; provided, however, that Lessee may, in good faith and by appropriate proceedings diligently conducted, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not materially adversely affect the rights or interests of Lessor and the Indenture Trustee in the Equipment or hereunder or otherwise expose Lessor, the Indenture Trustee or any Participant to criminal sanctions or release Lessee from the obligation to return the Equipment in compliance with the provisions of Section 6.2.

8.2. Possession. Lessee shall be entitled to the possession of the Equipment and to the use of the

Equipment by it or any Affiliate upon lines of railroad owned or operated by it or any such Affiliate, upon lines of railroad over which Lessee or any such Affiliate has trackage or other operating rights or over which railroad equipment of Lessee or any such Affiliate is regularly operated pursuant to contract and on railroad lines of other railroads in the United States, Canada and Mexico (except with respect to the usage of the Equipment in Mexico only, so long as, but only so long as, the security interest of the Indenture Trustee in the Equipment and the Lease and the interest of the Lessor and the Owner Participant in and to the Equipment and the Lease are respected under the laws of Mexico), in the usual interchange of traffic or in through or run-through service and shall be entitled to permit the use of such Unit upon connecting and other carriers in the usual interchange of traffic or pursuant to through or run-through agreements. Nothing in this Section 8.2 shall be deemed to constitute permission by Lessor to any Person that acquires possession of any Unit to take any action inconsistent with the terms and provisions of this Lease and any of the other Operative Agreements. The rights of any person that acquires possession of any Unit pursuant to this Section 8.2 shall be subject and subordinate to the rights of the Lessor hereunder.

8.3. Sublease. So long as no Event of Default shall have occurred and be continuing, Lessee shall have the right to sublease any Unit to or permit its use by a user incorporated under the federal laws or the laws of any state of the United States, organized under the federal laws or the laws of any province of Canada or organized under the federal laws or the laws of any state of Mexico (except with respect to any sublease in Mexico only so long as, but only so long as, the security interest of the Indenture Trustee in the Equipment and the interest of the Lessor in the Equipment and the Lease are respected under the laws of Mexico), which sublease shall be subject and subordinate to this Lease. Lessee shall promptly notify Lessor and the Indenture Trustee upon entering into a sublease for a period in excess of one year. No sublease shall in any way discharge or diminish any of Lessee's obligations hereunder, and Lessee shall remain primarily liable hereunder for the performance of all the terms, conditions and provisions of this Lease and the other Lessee Agreements to the same extent as if such sublease had not been entered into. Nothing in this Section 8.3 shall be deemed to constitute permission to any

Person in possession of any Unit pursuant to any such sublease to take any action inconsistent with the terms and provisions of this Lease or any of the other Operative Agreements. Upon entering into a sublease with a Person organized under the federal laws or the laws of any state of Mexico or with its principal place of business in Mexico, Lessee shall promptly provide Lessor with an opinion of counsel reasonably satisfactory to Lessor and the Indenture Trustee to the effect that the security interest of the Indenture Trustee in the Equipment and the Lease and the interest of Lessor and the Owner Participant in the Equipment and the Lease will be respected under the laws of Mexico. If the Lessee has not received possession of the Units subleased to such Mexican corporation within 180 days of the expiration or earlier termination of such sublease, Lessor shall have the right to deem such failure to return to be an Event of Loss with respect to the Units not returned and the provisions of Sections 11.2, 11.3 and 11.4 shall apply.

Section 9. Modifications.

9.1. Required Modifications. In the event the Association of American Railroads, the United States Department of Transportation, or any other United States governmental agency having jurisdiction over the operation, safety or use of railroad equipment requires that any Unit be altered, replaced or modified (a "Required Modification"), Lessee agrees to make such Required Modification at its own expense; provided, however, that Lessee may, in good faith and by appropriate proceedings diligently conducted, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not adversely materially affect the rights or interests of Lessor and the Indenture Trustee in the Equipment or hereunder or otherwise expose Lessor, the Indenture Trustee or any Participant to criminal sanctions or relieve Lessee of the obligation to return the Equipment in compliance with the provisions of Section 6.2. Subject to Section 9.3, title to any Required Modification shall immediately vest in Lessor. Notwithstanding anything herein to the contrary, if Lessee determines in good faith that any Required Modification to a Unit would be economically impractical, it shall provide written notice of such determination to Lessor and the parties hereto shall treat such Unit as if an Event of Loss had occurred as of the date of such written notice with respect to such Unit and the provisions of Sec-

tions 11.2, 11.3 and 11.4 with respect to rent, termination and disposition shall apply with respect to such Unit. Lessee acknowledges that, following payment of the Stipulated Loss Value and the taking of the other actions contemplated by Sections 11.2, 11.3 and 11.4, the Owner Participant has the right to retain beneficial ownership of such Unit pursuant to a separate agreement between them.

9.2. Optional Modifications. Lessee at any time may modify, alter or improve any Unit (a "Modification"); provided that no Modification shall materially diminish the fair market value, utility, or remaining useful life of such Unit below the value, utility, or remaining useful life thereof immediately prior to such Modification, assuming such Unit was then in the condition required to be maintained by the terms of this Lease. Title to any Non-Severable Modifications shall be immediately vested in Lessor. Title to any Severable Modifications shall remain with Lessee. If Lessee shall at its cost cause such Severable Modifications to be made to any Unit and such Severable Modifications are reasonably necessary for the economic operation of any such Unit, Lessor shall have the right, prior to the return of such Unit to Lessor hereunder, to purchase such Severable Modifications (other than Severable Modifications consisting of proprietary or communications equipment) at their then Fair Market Sales Value. If Lessor does not elect to purchase such Severable Modifications, Lessee may remove, and shall remove if requested by Lessor, such Severable Modifications at Lessee's cost and expense.

9.3. Removal of Proprietary and Communications Equipment. Notwithstanding anything to the contrary contained herein, Lessee shall at all times own and be entitled to remove at Lessee's cost and expense, any Severable Modification consisting of proprietary or communications equipment from any Unit prior to the return of such Unit; provided that if Lessee removes such Severable Modification that is (i) a Required Modification and (ii) such equipment is not customarily provided by the user, Lessee shall replace such proprietary or communications equipment with non-proprietary equipment.

Section 10. Voluntary Termination.

10.1. Right of Termination. Lessee shall have the right, at its option at any time or from time to time

on or after the fifth anniversary of the Closing Date to terminate this Lease with respect to either (the "Terminated Units") if Lessee determines in good faith (as evidenced by a certificate executed by the Chief Financial Officer of Lessee) that such Units have become obsolete or surplus to Lessee's requirements, by delivering at least 120 days prior notice to Lessor and the Indenture Trustee specifying a proposed date of termination for such Units (the "Termination Date"), which date shall be a Determination Date any such termination to be effective on the Termination Date. Except as expressly provided herein, there will be no conditions to Lessee's right to terminate this Lease with respect to the Terminated Units pursuant to this Section 10.1. So long as Lessor shall not have given Lessee a notice of election to retain the Terminated Units in accordance with Section 10.3, Lessee may withdraw the termination notice referred to above at any time prior to the Termination Date, whereupon this Lease shall continue in full force and effect; provided that Lessee may not withdraw the termination notice with respect to any Terminated Units five Business Days or more after receipt by Lessee of a bid equal to or greater than Termination Value with respect to such Terminated Units; and, provided further that Lessee may not withdraw a notice hereunder more than four times and after a withdrawal may not give a new notice for one year.

10.2. Sale of Equipment. During the period from the date of such notice given pursuant to Section 10.1 to the Termination Date, Lessee, as exclusive agent for Lessor and at Lessee's sole cost and expense, shall use reasonable efforts to obtain bids from Persons other than Lessee or Affiliates thereof for the cash purchase of the Terminated Units, and Lessee shall promptly, and in any event at least five Business Days prior to the proposed date of sale, certify to Lessor in writing the amount and terms of each such bid, the proposed date of such sale and the name and address of the party submitting such bid. Unless Lessor shall have elected to retain the Terminated Units in accordance with Section 10.3, on the Termination Date: (i) Lessee shall, subject to receipt (x) by Lessor of all amounts owing to Lessor pursuant to the next sentence, and (y) by the persons entitled thereto of all unpaid Supplemental Rent due on or before the Termination Date, deliver the Terminated Units to the bidder, if any, which shall have submitted the highest cash bid prior to such date (or to such other bidder as Lessee and Lessor shall agree), in the same man-

ner and condition as if delivery were made to Lessor pursuant to Section 6 and (ii) Lessor shall, without recourse or warranty (except as to the absence of any Lessor's Lien) simultaneously therewith sell the Terminated Units to such bidder. The total selling price realized at such sale shall be paid to and retained by Lessor and, in addition, on the Termination Date, Lessee shall pay to Lessor, (A) all unpaid Basic Rent with respect to such Terminated Units due and payable on or prior to the Termination Date, (B) the excess, if any, of (1) the Termination Value for the Terminated Units computed as of the Termination Date, over (2) the net cash sales proceeds of the Terminated Units and (C) an amount equal to any estimated Make-Whole Amount in respect of the principal amount of the Equipment Notes to be prepaid in accordance with Section 2.10(a) of the Indenture, (D) that amount of interest that will accrue on the principal amount of the Equipment Notes to be prepaid in connection with the Terminated Units during the period from and including the Termination Date to but excluding the date of prepayment of such principal amount and (E) any amount owing pursuant to Section 3.3(ii) and any other Rent required to be paid as of such Termination Date. If no sale shall have occurred, this Lease shall continue in full force and effect with respect to such Units; provided that if such sale shall not have occurred solely because of Lessee's failure to pay the amounts required to be paid pursuant to the immediately preceding sentence, Lessee shall have no further right to terminate this Lease with respect to such Units. If Lessor elects not to exercise its right to retain the Terminated Units as provided in Section 10.3, Lessee, in acting as agent for Lessor, shall have no liability to Lessor for failure to obtain the best price, shall act in its sole discretion and shall be under no duty to solicit bids publicly or in any particular market. Lessee's sole interest in acting as agent shall be to sell the Units at a price that reduces or eliminates Lessee's obligation to pay the amount provided in this Section 10.2.

10.3. Retention of Equipment by Lessor. Notwithstanding the provisions of Sections 10.1 and 10.2, Lessor may irrevocably elect by written notice to Lessee, no later than 60 days after receipt of Lessee's notice of termination, not to sell the Terminated Units on the Termination Date, whereupon Lessee shall (i) deliver the Terminated Units to Lessor in the same manner and condition as if delivery were made to Lessor pursuant to Section 6, treating the Termination Date as the termination

date of the Lease Term with respect to the Terminated Units, and (ii) pay to Lessor, or to the Persons entitled thereto, all Supplemental Rent due and owing on the Termination Date and unpaid including an amount equal to any Make-Whole Amount in respect of the principal amount of the Equipment Notes to be prepaid in accordance with Section 2.10(a) of the Indenture. If Lessor elects not to sell the Terminated Units as provided in this Section 10.3, then Lessor shall pay, or cause to be paid, to the Indenture Trustee in funds of the type and in an amount equal to the outstanding principal amount of the Equipment Notes issued in respect of such Terminated Units and all accrued interest to the date of prepayment of such Equipment Note on such Termination Date. If Lessor shall fail to perform any of its obligations pursuant to this Section 10.3 and as a result thereof this Lease shall not be terminated with respect to the Terminated Units on a proposed Termination Date, Lessor shall thereafter no longer be entitled to exercise its election to retain such Terminated Units and Lessee may at its option at any time thereafter submit a new termination notice pursuant to Section 10.1 with respect to such Terminated Units specifying a proposed Termination Date occurring not earlier than five Business Days from the date of such notice.

10.4. Termination of Lease. In the event of any such sale and receipt by Lessor and the Indenture Trustee of all of the amounts provided herein, and upon compliance by Lessee with the other provisions of this Section 10, the obligation of Lessee to pay Rent hereunder for such Terminated Units shall cease and the Lease Term for the Terminated Units shall end.

Section 11. Loss, Destruction, Requisition, Etc.

11.1. Event of Loss. In the event that any Unit (i) shall suffer destruction, damage, contamination or wear which, in Lessee's good faith opinion, makes repair uneconomic or renders such Unit unfit for commercial use, (ii) shall suffer theft or disappearance, (iii) shall be permanently returned to the manufacturer pursuant to any patent indemnity provisions, (iv) shall have title thereto taken or appropriated by any governmental authority under the power of eminent domain or otherwise, (v) shall be taken or requisitioned for use by any governmental authority (other than the United States government or any agency or instrumentality thereof) under the power of eminent domain or otherwise, or (vi) shall be taken or requisi-

tioned for use by the United States government or any agency or instrumentality thereof and such taking or requisition is continuing on the last day of the Basic Term or any Renewal Term then in effect (any such occurrence being hereinafter called an "Event of Loss"), Lessee, in accordance with the terms of Section 11.2, shall promptly and fully inform Lessor and the Indenture Trustee of such Event of Loss.

11.2. Replacement or Payment upon Event of Loss. Upon the occurrence of an Event of Loss or the deemed occurrence of an Event of Loss pursuant to Sections 6.1(b), 8.3 and 9.1 with respect to any Unit, Lessee shall within 30 days after a Responsible Officer of Lessee shall have actual knowledge of such occurrence or deemed occurrence give Lessor and the Indenture Trustee notice of such occurrence or deemed occurrence of such Event of Loss and of its election to perform one of the following options (it being agreed that if Lessee shall not have given notice of such election within such 30 days after notice of such occurrence or deemed occurrence, Lessee shall be deemed to have elected to perform the option set forth in the following paragraph (ii)):

(i) as promptly as practicable, and in any event on or before the Business Day next preceding the 121st day next following the date of such notice in replacement for the such Unit, Lessee shall comply with Section 11.4(b) and shall convey or cause to be conveyed to Lessor a Replacement Unit to be leased to Lessee hereunder, such Replacement Unit to be free and clear of all Liens (other than Permitted Liens) and to have a fair market value, utility and remaining useful life at least equal to the Unit so replaced (assuming such Unit was in the condition required to be maintained by the terms of this Lease); provided that, if Lessee shall not perform its obligation to effect such replacement under this paragraph (i) during the period of time provided herein, then Lessee shall pay on the next succeeding Determination Date that is at least 20 days after the end of such period to Lessor, or in the case of Supplemental Rent, to the person entitled thereto, the amounts specified in paragraph (ii) below; or

(ii) on or before the next succeeding Rent Payment Date that is at least 60 days after the date

of notice of such Event of Loss or deemed Event of Loss or on the date specified in the proviso to paragraph (i) above , provided that if the aggregate principal amount of the Equipment Notes required to be prepaid pursuant to this paragraph 11.2(ii) exceeds $1,000,000, on or before the Determination Date next preceding the date 120 days after the date of notice of such Event of Loss or deemed Event of Loss, Lessee shall pay or cause to be paid on the applicable Rent Payment Date or Determination Date, as the case may be, to Lessor or, in the case of Supplemental Rent, to the Persons entitled thereto, in funds of the type specified in Section 3.6, (A) an amount equal to the Stipulated Loss Value of each such Unit determined as of such Rent Payment Date or such Determination Date, as the case may be, (B) if the date of such payment is a Rent Payment Date, all Basic Rent payable on such date in respect of such Unit and (C) all other Rent then due and payable hereunder, it being understood that until such Stipulated Loss Value is paid, there shall be no abatement or reduction of Basic Rent.

11.3. Rent Termination. Upon the sale, retention or replacement of any Unit or Units in compliance with this Section 11 or upon the payment of all sums required to be paid pursuant to Section 11.2(ii) hereof in respect of any Unit or Units for which Lessee has elected to pay or deemed to have elected to pay pursuant to the proviso to Section 11.2(i) the amounts specified in paragraph 11.2(ii), the Lease Term with respect to such Unit or Units and the obligation to pay Rent for such Unit or Units accruing subsequent to the date of payment of Stipulated Loss Value pursuant to Section 11.2 shall terminate; provided that Lessee shall be obligated to pay all Rent in respect of such Unit or Units which has accrued up to and including the date of payment of Stipulated Loss Value pursuant to Section 11.2.

11.4. Disposition of Equipment; Replacement of Unit. (a) Upon the payment of all sums required to be paid pursuant to Section 11.2 in respect of any Unit or Units, Lessor will convey to Lessee or its designee all right, title and interest of Lessor in and to such Unit or Units, "as is", "where is", without recourse or warranty, except for a warranty against Lessor's Liens, and shall execute and deliver to Lessee or its designee such bills of sale and other documents and instruments as Lessee or its

designee may reasonably request to evidence such conveyance. As to each separate Unit so disposed of, Lessee or its designee shall be entitled to any amounts arising from such disposition, plus any awards, insurance or other proceeds and damages (including any Association of American Railroads interline settlement paid upon an Event of Loss) received by Lessee, Lessor or the Indenture Trustee by reason of such Event of Loss after having paid the Stipulated Loss Value attributable thereto; provided, however, that, with respect to any Event of Loss referred to in clauses (v) and (vi) of Section 11.1, any excess of such condemnation awards over the amount of the Stipulated Loss Value of such Unit shall be divided between Lessee and Lessor in proportion to their respective interests in such Unit.

(b) At the time of or prior to any replacement of any Unit, Lessee, at its own expense, will (A) furnish Lessor with a bill of sale and an assignment of warranties with respect to the Replacement Unit, (B) cause a Lease Supplement substantially in the form of Exhibit B hereto, subjecting such Replacement Unit to this Lease, and duly executed by Lessee, to be delivered to Lessor for execution and, upon such execution, to be filed for recordation in the same manner as provided for the original Lease Supplement in Section 16.1, (C) so long as the Indenture shall not have been satisfied and discharged, cause an Indenture Supplement substantially in the form of Exhibit A to the Indenture for such Replacement Unit, to be delivered to Lessor and to the Indenture Trustee for execution and, upon such execution, to be filed for recordation in the same manner as provided for the original Indenture Supplement in Section 16.1, (D) so long as the Indenture shall not have been satisfied and discharged, cause a financing statement or statements with respect to the Replacement Unit to be filed in such place or places as necessary in order to perfect the security interest therein created by or pursuant to the Indenture and precautionary Uniform Commercial Code financing statements naming Lessee as debtor, the Owner Trustee as secured party and the Indenture Trustee as assignee of the secured party to be filed in such public offices as are deemed necessary or appropriate by the Indenture Trustee, the Owner Trustee and the Owner Participant to perfect the right, title and interest of the Indenture Trustee as assignee of the Owner Trustee in the Equipment, (E) furnish Lessor with an opinion of Lessee's counsel (which may be Lessee's General Counsel), to the effect that (x) the

bill of sale referred to in clause (A) above constitutes an effective instrument for the conveyance of title to the Replacement Unit to Lessor, (y) good and marketable title to the Replacement Unit has been delivered to Lessor, free and clear of all Liens (other than Permitted Liens), and (z) all filings, recordings and other action necessary or appropriate to perfect and protect the Lessor's and the Indenture Trustee's respective interests in the Replacement Unit have been accomplished, and (F) furnish Lessor with a certificate of a qualified engineer (who may be the system chief mechanical officer of Lessee) certifying that the Replacement Unit has a fair market value, utility and remaining useful life at least equal to the Unit so replaced (assuming such Unit was in the condition required to be maintained by the terms of this Lease) and setting forth a reasonable basis for such conclusion in reasonable detail. For all purposes hereof, upon passage of title thereto to Lessor the Replacement Unit shall be deemed part of the property leased hereunder, the Replacement Unit shall be deemed a "Unit" of Equipment as defined herein. Upon such passage of title, Lessor will transfer to Lessee, without recourse or warranty (except as to Lessor's Liens), all Lessor's right, title and interest in and to the replaced Unit, and upon such transfer, Lessor will request in writing that the Indenture Trustee execute and deliver to Lessee an appropriate instrument releasing such replaced Unit from the lien of the Indenture and releasing the Assignment of Warranties with respect to such Unit from the assignment and pledge under the Indenture.

11.5. Eminent Domain. In the event that during the Lease Term the use of any Unit is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for a period which does not constitute an Event of Loss, Lessee's obligation to pay all installments of Basic Rent shall continue for the duration of such requisitioning or taking. Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession. Any amount referred to in this Section 11.5 which is payable to Lessee shall not be paid to Lessee, or if it has been previously paid directly to Lessee, shall not be retained by Lessee, if at the time of such payment an Event of Default shall have occurred and be continuing, but shall be paid to and held by the Lessor as security for the obligations of Lessee under this Lease, and upon

the earlier of (i) 200 days after the Lessor shall have received such amount provided Lessor has not proceeded to exercise remedies under Section 15 and (ii) such time as there shall not be continuing any such Event of Default, such amount shall be paid to Lessee.

Section 12. Insurance.

12.1. Property Damage and Public Liability Insurance. (a) As part of an insurance program including risk retention and self-insurance, Lessee will, at all times prior to the return of the Units to Lessor, at its own expense, cause to be carried and maintained (i) property damage insurance in respect of such Units at the time subject hereto and (ii) public liability insurance with respect to third-party personal and property damage, and Lessee will continue to carry such insurance in such amounts and for such risks and with such insurance companies and subject to such self-insurance as deemed appropriate by Lessee, but in any event not less comprehensive in amounts and against risks customarily insured against by Lessee in respect of equipment owned or leased by it similar in type to the Equipment and consistent with prudent Class I railroad industry standards, if any. Any policies of insurance carried in accordance with this Section 12.1 and any policies taken out in substitution or replacement for any of such policies (A) shall provide that, if any such insurance is cancelled for any reason whatever, Lessor, Indenture Trustee and Owner Participant shall receive 30 days' prior notice of such cancellation and (B) shall name the Owner Participant, the Lessor, as Lessor of the Equipment and in its individual capacity, and the Indenture Trustee as additional insureds as their interests may appear. Lessee shall cause the property insurance on the Equipment to provide that, so long as the Equipment Notes shall remain outstanding, the proceeds up to the amount of the Stipulated Loss Value, for any loss or damage to any Unit, if any, shall be payable to the Indenture Trustee under a standard mortgage loss payable clause and thereafter to Lessor. The Lessee shall, at its own expense, be entitled (so long as no Event of Default pursuant to Sections 14(a), (b), (c), (i) or (j) shall have occurred and be continuing) to make all proofs of loss and take all other steps necessary to collect the proceeds of such insurance.

(b) Certificate of Insurance. Lessee shall, prior to the Closing Date for a Unit hereunder, furnish Lessor and the Indenture Trustee with a certificate signed by the insurer or an independent insurance broker showing the insurance then maintained by Lessee pursuant to this Section 12.1 and that all premiums thereon have been paid, or other evidence of maintenance of the insurance required hereunder satisfactory to Lessor and the Indenture Trustee, and, with respect to any renewal policy or policies, shall furnish certificates or binders evidencing such renewal as soon as practicable, but in no event later than 30 days after such renewal is effected or the expiration date of the original policy or policies.

12.2. Proceeds of Insurance. The entire proceeds of any property or casualty insurance or third party payments for damages to any Unit (including any Association of American Railroads interline settlements) received by Lessor or the Indenture Trustee shall be held by such party until, with respect to such Unit, the repairs referred to in clause (a) below are made as specified therein or payment of the Stipulated Loss Value is made, and such entire proceeds will be paid either: (a) to Lessee promptly following receipt by the Indenture Trustee or Lessor, as the case may be, of a written application signed by Lessee for payment to Lessee for repairing or restoring the Units which have been damaged so long as (i) Lessee shall have complied with the applicable provisions of the Lease, and (ii) Lessee shall have certified that any damage to such Units shall have been fully repaired or restored; or (b) if this Lease is terminated with respect to such Unit because of an Event of Loss and Lessee has paid the Stipulated Loss Value due as a result thereof, such proceeds shall be promptly paid over to, or retained by, Lessee.

12.3. Additional Insurance. In the event that Lessee shall fail to maintain insurance as herein provided, Lessor may at its option, upon ten Business Days' prior written notice to Lessee, provide such insurance and, in such event, Lessee shall, upon demand from time to time, reimburse Lessor for the cost thereof together with interest from the date of payment thereof, on the amount of the cost to Lessor of such insurance which Lessee shall have failed to maintain, at the applicable Late Rate. In addition, at any time Lessor (either directly or in the name of the Owner Participant) may at its own expense carry insurance with respect to its interest in the Units,

provided that such insurance does not interfere with Lessee's ability to insure the Equipment as required by this Section 12 or adversely affect Lessee's insurance or the cost thereof, it being understood that all salvage rights to each Unit shall remain with Lessee's insurers at all times. Any insurance payments received from policies maintained by Lessor pursuant to the previous sentence shall be retained by Lessor without reducing or otherwise affecting Lessee's obligations hereunder.

Section 13. Reports; Inspection.

13.1. Duty of Lessee to Furnish. On or before June 30, 1991, and on each June 30 thereafter, Lessee will furnish to Lessor and the Indenture Trustee an accurate statement, as of the preceding December 31, showing the amount, description and reporting marks of the Units then leased hereunder, the amount, description and reporting marks of all Units that may have suffered an Event of Loss during the 12 months ending on such December 31 (or since the Closing Date, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as Lessor may reasonably request.

13.2. Lessor's Inspection Rights. Lessor, Owner Participant and the Indenture Trustee each shall have the right, but not the obligation, at their respective sole cost, expense and risk (including, without limitation, the risk of personal injury or death), by their respective authorized representatives, to the extent within Lessee's control: to inspect the Equipment and Lessee's records with respect thereto, during Lessee's normal business hours and upon reasonable prior notice to Lessee; provided, however, that Lessee shall not be liable for any injury to, or the death of, any Person exercising, either on behalf of Lessor, any Owner Participant, the Indenture Trustee or any prospective user, the rights of inspection granted under this Section 13.2. No inspection pursuant to this Section 13.2 shall interfere with the use, operation or maintenance of the Equipment or the normal conduct of Lessee's business, and Lessee shall not be required to undertake or incur any additional liabilities in connection therewith.

Section 14. Events of Default.

The following events shall constitute Events of Default hereunder (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) and each such Event of Default shall be deemed to exist and continue so long as, but only as long as, it shall not have been remedied:

(a) Lessee shall fail to make any payment of Basic Rent within 10 Business Days after the same shall have become due; or

(b) Lessee shall fail to make any payment of Stipulated Loss Value or Termination Value after the same shall have become due and such failure shall continue unremedied for 10 Business Days after receipt by Lessee of written notice of such failure from Lessor or the Indenture Trustee; or

(c) Lessee shall fail to make any other payment of Supplemental Rent, including indemnity or tax indemnity payments, after the same shall have become due and such failure shall continue unremedied for a period of 30 days after receipt by Lessee of written notice of such failure from Lessor or the Indenture Trustee;

(d) Lessee shall operate any Unit in service when public liability insurance required by Section 12.1 with respect to such Unit shall not be in effect; or

(e) Lessee shall make or permit any unauthorized assignment or transfer of this Lease in violation of Section 18.2; or

(f) any material representation or warranty made by Lessee in this Lease or in the Participation Agreement is untrue or incorrect in any material respect as of the date of issuance or making thereof and such untruth or incorrectness shall continue to be material and unremedied for a period of 30 days after receipt by Lessee of written notice thereof from Lessor or the Indenture Trustee; provided that,

if such untruth or incorrectness is capable of being remedied, no such untruth or incorrectness shall constitute an Event of Default hereunder for a period of 180 days after receipt of such notice (or 365 days after receipt of such notice if such untruth or incorrectness relates solely to 15% or less of the Equipment) so long as Lessee is diligently proceeding to remedy such incorrectness; or

(g) Lessee shall fail to return all of the Units when required by the terms of Section 6.1, and such failure shall continue unremedied for 32 days after the expiration of the Lease Term; provided that no such failure to return any Unit shall constitute an Event of Default hereunder for a period of 180 days after the expiration of the Lease Term so long as Lessee is (i) diligently proceeding to return the Units and (ii) complying with the provisions of Section 6.1(b)(ii); provided, further, that time is of the essence with respect to such 180-day period; or

(h) Lessee shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (ii) consent to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it, or (iii) admit in writing its inability to pay its debts generally as they come due, or (iv) make a general assignment for the benefit of creditors, or (v) take any corporate action to authorize any of the foregoing; or

(i) an involuntary case or other proceeding shall be commenced against Lessee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 90 days; or

(j) Lessee shall fail to observe or perform any other of the covenants or agreements to be observed or performed by Lessee hereunder or under the Participation Agreement and such failure shall continue unremedied for 30 days after notice from Lessor or the Indenture Trustee to Lessee, specifying the failure and demanding the same to be remedied; provided that, if such failure is capable of being remedied, no such failure shall constitute an Event of Default hereunder for a period of 180 days after receipt of such notice (or 365 days after receipt of such notice if such failure relates solely to 15% or less of the Equipment) so long as Lessee is diligently proceeding to remedy such failure;

provided that, notwithstanding anything to the contrary contained in this Lease, any failure of Lessee to perform or observe any covenant or agreement herein shall not constitute an Event of Default if such failure is caused solely by reason of an event referred to in the definition of "Event of Loss" so long as Lessee is continuing to comply with the applicable terms of Section 11. Lessor shall notify Lessee immediately upon Lessee's failure to make any payment of Basic Rent after the same shall have become due; provided that the giving of such notice by Lessor shall not be a condition to the start of the 10-Business Days period referred to in paragraph (a) of this Section 14.

Section 15. Remedies.

15.1. Remedies. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may, at its option, declare this Lease to be in default by a written notice to Lessee; and at any time thereafter, so long as Lessee shall not have remedied all outstanding Events of Default, Lessor may do one or more of the following as Lessor in its sole discretion shall elect, to the extent permitted by, and subject to compliance with any mandatory requirements of, applicable law then in effect:

(a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof;

(b) by notice in writing to Lessee, cancel this Lease, whereupon all right of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease had never been made, but Lessee shall remain liable as hereinafter provided; and thereupon, Lessor may demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith return all of the Equipment to Lessor or its order in the manner and condition required by, and otherwise in accordance with all of the provisions of Section 6, except Section 6.1(b) and those provisions relating to periods of notice; or Lessor may by its agents enter upon the premises of Lessee or other premises where any of the Equipment may be located and take possession of and remove all or any of the Units and thenceforth hold, possess and enjoy the same free from any right of Lessee, or its successor or assigns, to use such Units for any purpose whatever;

(c) sell any Unit at public or private sale, as Lessor may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such sale or for the proceeds thereof (except to the extent required by paragraph (f) below if Lessor elects to exercise its rights under said paragraph), in which event Lessee's obligation to pay Basic Rent and other Rent with respect to such Unit hereunder due for any periods subsequent to the date of such sale shall terminate (except to the extent that Basic Rent and other Rent are to be included in computations under paragraph (e) or (f) below if Lessor elects to exercise its rights under either of said paragraphs);

(d) hold, keep idle or lease to others any Unit as Lessor in its sole discretion may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto, except that Lessee's obligation to pay Basic Rent and other Rent with respect to such Unit due for any periods subsequent to the date upon which Lessee shall have been deprived of possession and use of such Unit pursuant to this Section 15 shall be reduced by the net proceeds, if any, received by Lessor

from leasing such Unit to any Person other than Lessee;

(e) whether or not Lessor shall have exercised, or shall thereafter at any time exercise, any of its rights under paragraph (a), (b) or (c) above with respect to any Unit, Lessor, by written notice to Lessee specifying a payment date (which date shall be a Determination Date for the purposes of computing Stipulated Loss Value) which shall be not earlier than 30 days after the date of such notice, may demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, on the payment date specified in such notice, as liquidated damages for loss of a bargain and not as a penalty (in lieu of the Basic Rent and other Rent for such Unit due after the payment date specified in such notice), whichever of the following amounts Lessor, in its sole discretion, shall specify in such notice: (i) an amount equal to the excess, if any, of the Stipulated Loss Value for such Unit, over the present value of the Fair Market Rental Value of such Unit or, if Lessor has leased such Unit to others pursuant to paragraph (d) above, for the period of such lease the periodic rent payable thereunder, in each case for the remainder of the Basic Term or any Renewal Term then in effect as the case may be, as of the payment date specified in such notice, such present values to be computed on the basis of a per annum rate of discount equal to 9.97%, compounded semi-annually, from the respective dates upon which such rents would be paid; or (ii) an amount equal to the excess, if any, of the Stipulated Loss Value for such Unit computed as of the payment date specified in such notice over the Fair Market Sales Value of such Unit as of the payment date specified in such notice; and

(f) if Lessor shall have sold any Unit pursuant to paragraph (c) above, Lessor, in lieu of exercising its rights under paragraph (e) above with respect to such Unit may, if it shall so elect, demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, as liquidated damages for loss of a bargain and not as a penalty (in lieu of the Basic Rent and any other Rent for such Unit due subsequent to the Rent Payment Date next preceding such sale), any unpaid Rent for such Unit arising in any period up to and including the Rent Payment Date next preceding the date of such

sale and, if that date is a Rent Payment Date, the Basic Rent due on that date, plus the amount, if any, by which the Stipulated Loss Value of such Unit computed as of the Rent Payment Date next preceding the date of such sale or, if such sale occurs on a Rent Payment Date, then computed as of such Rent Payment Date, exceeds the net proceeds of such sale.

In addition, Lessee shall be liable, except as otherwise provided above, for any and all unpaid Rent due hereunder before or during the exercise of any of the foregoing remedies, and for legal fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, including without limitation the repayment in full of any costs and expenses necessary to be expended in repairing any Unit in order to cause it to be in compliance with all maintenance and regulatory standards imposed by this Lease.

15.2. Cumulative Remedies. The remedies in this Lease provided in favor of Lessor shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity.

15.3. No Waiver. No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this Lease shall impair any such right, power or remedy of Lessor, nor shall any such delay or omission be construed as a waiver of any breach or default, or of any similar breach or default hereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default.

Section 16. Filings; Further Assurances.

16.1. Filings. On or prior to the Closing Date with respect to a Unit, Lessee will (i) cause this Lease, the Lease Supplement dated such Closing Date, the Indenture and the Indenture Supplement dated such Closing Date to be duly filed and recorded with the ICC in accordance with 49 U.S.C. § 11303, (ii) cause this Lease, the Lease Supplement dated such Closing Date, the Indenture and the Indenture Supplement dated such Closing Date to be deposited with the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada and cause notice

of such deposit to be forthwith given in The Canada Gazette in accordance with said Section 90, (iii) cause such filings and notices to be filed or made as necessary or appropriate to perfect the right, title and interest of the Indenture Trustee in the Indenture Estate and to protect the interests of the Owner Participant, (iv) cause Uniform Commercial Code financing statements naming the Owner Trustee as debtor and the Indenture Trustee as secured party to be filed in such public offices as are deemed necessary or appropriate by Lessor, the Indenture Trustee and the Owner Participant to perfect the right, title and interest of the Indenture Trustee in the Indenture Estate and precautionary Uniform Commercial Code financing statements naming Lessee as debtor, the Owner Trustee as secured party and the Indenture Trustee as assignee of the secured party to be filed in such public offices as are deemed necessary or appropriate by the Indenture Trustee, the Owner Trustee and the Owner Participant to perfect the right, title and interest of the Indenture Trustee as assignee of the Owner Trustee in the Equipment, and (iv) file, register or record this Lease, the Lease Supplement, the Indenture and the Indenture Supplement and all financing and continuation statements and similar instruments, in such other places within the United States, Canada and Mexico as Lessor, the Indenture Trustee and the Owner Participant may reasonably request, and will furnish Lessor and the Indenture Trustee proof thereof.

16.2. Additional Filings. On or prior to any other Closing Date, Lessee will (i) cause the Lease Supplement dated such Closing Date and the Indenture Supplement dated such Closing Date to be duly filed and recorded with the ICC in accordance with 49 U.S.C. § 11303, (ii) cause the Lease Supplement dated such Closing Date and theIndenture Supplement dated such Closing Date to be deposited with the Registrar General of Canada and cause notice of such deposit to be forthwith given in The Canada Gazette pursuant to Section 90 of the Railway Act of Canada, and (iii) cause such filings and notices to be filed or made as necessary or appropriate to perfect the right, title and interest of the Indenture Trustee in the Indenture Estate and to protect the interests of the Owner Participant, (iv) file, register or record the Lease Supplement dated such Closing Date and the Indenture Supplement date, such Closing Date, and all financing and continuation statements and similar instruments, in such other places within the United States, Canada and Mexico

as Lessor, the Indenture Trustee and the Owner Participant may reasonably request, and will furnish Lessor and the Indenture Trustee proof thereof.

16.3. Further Assurances. Lessee will duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request in order to effectively carry out the intent and purpose of this Lease and to establish and protect the rights and remedies of created in favor of Lessor hereunder, including, without limitation, if requested by Lessor, the execution and delivery of supplements or amendments hereto, in recordable form, subjecting to this Lease any Replacement Unit and the recording or filing of counterparts hereof or thereof in accordance with the laws of such jurisdiction as Lessor may from time to time deem advisable, and the filing of financing statements with respect thereto; provided that this sentence is not intended to impose upon Lessee any additional liabilities not otherwise contemplated by this Lease.

16.4. Expenses. Except as provided in Section 2.5 of the Participation Agreement, Lessee will pay all costs, charges and expenses (including reasonable attorneys' fees) incident to any such filing, refiling, recording and rerecording or depositing and re-depositing of any such instruments or incident to the taking of such action.

Section 17. Lessor's Right to Perform.

If Lessee fails to make any payment required to be made by it hereunder or fails to perform or comply with any of its other agreements contained herein and such failure can be cured with the payment of money, Lessor may itself make such payment or perform or comply with such agreement, after giving not less than five Business Days' prior notice thereof to Lessee (except in the event that an Indenture Event of Default resulting solely from an Event of Default shall have occurred and be continuing, in which event Lessor may effect such payment, performance or compliance to the extent necessary to cure such Indenture Event of Default with notice given concurrently with such payment, performance or complance) in a reasonable manner, but shall not be obligated hereunder to do so, and the amount of such payment and of the reasonable expenses of Lessor incurred in connection with such pay-

ment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Late Rate, to the extent permitted by applicable law, shall be deemed to be Supplemental Rent, payable by Lessee to Lessor on demand.

Section 18. Assignment.

18.1. Assignment by Lessor. Lessee and Lessor hereby confirm that concurrently with the execution and delivery of this Lease, Lessor has executed and delivered to the Indenture Trustee the Indenture, which assigns as collateral security and grants a security interest to the Indenture Trustee in, to and under this Lease and certain of the Rent payable hereunder, all as more explicitly set forth in Granting Clause of the Indenture. Lessee and Lessor hereby agree that Lessor shall be entitled to assign and convey its right, title and interest in and to this Lease and any or all Units pursuant to Section 9(c) of the Participation Agreement. Lessor agrees that it shall not otherwise assign or convey its right, title and interest in and to this Lease, the Equipment or any Unit, except as expressly permitted by and subject to the provisions of the Participation Agreement, the Trust Agreement and the Indenture.

18.2. Assignment by Lessee. Except as otherwise provided in Section 8.3 or in the case of any requisition for use by an agency or instrumentality of the United States government referred to in Section 11.1, Lessee will not, without the prior written consent of Lessor, assign any of its rights hereunder, except as provided in the Participation Agreement.

18.3. Sublessee's Performance and Rights. Any obligation imposed on Lessee in this Lease shall require only that Lessee perform or cause to be performed such obligation, even if stated herein as a direct obligation, and the performance of any such obligation by any permitted assignee, sublessee or transferee under an assignment, sublease or transfer agreement then in effect and permitted by the terms of this Lease shall constitute performance by Lessee and discharge such obligation by Lessee. Except as otherwise expressly provided herein, any right granted to Lessee in this Lease shall grant Lessee the right to exercise such right or permit such right to be exercised by any such assignee, sublessee or transferee, provided that Lessee's renewal option set forth in Section 22.2 may be exercised only by Lessee

itself or by any assignee or transferee of, or successor to, Lessee in a transaction permitted by Section 6.8 of the Participation Agreement. The inclusion of specific references to obligations or rights of any such assignee, sublessee or transferee in certain provisions of this Lease shall not in any way prevent or diminish the application of the provisions of the two sentences immediately preceding with respect to obligations or rights in respect of which specific reference to any such assignee, sublessee or transferee has not been made in this Lease.

Section 19. Net Lease, Etc.

This Lease is a net lease and Lessee's obligation to pay all Rent payable hereunder shall, subject to Section 3.5 or Section 24, be absolute and unconditional under any and all circumstances of any character including, without limitation, any abatement of Rent or setoff (except as provided in Section 3.5 or Section 24) against Rent; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of, any defect in, damage to or loss or destruction of, or requisitioning of, any Unit by condemnation or otherwise, the prohibition of Lessee's use of any Unit, the interference with such use by any Person or the lack of right, power or authority of Lessor or any other Person to enter into this Lease or any Operative Agreement, or for any other cause, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Rent payable by Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated in accordance with the terms of this Lease. To the extent permitted by applicable law, Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease with respect to any Unit, except in accordance with the express terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except as specifically provided herein, Lessee nonetheless agrees, subject to Section 3.5, to the maximum extent permitted by law, to pay to Lessor or to the Indenture Trustee, as the case may be, an amount equal to each installment of Basic Rent and all Supplemental Rent due and owing, at the time such payment would have become due and payable in accor-

dance with the terms hereof had this Lease not been terminated in whole or in part. Nothing contained herein shall be construed to waive any claim which Lessee might have under any of the Operative Agreements or otherwise or to limit the right of Lessee to make any claim it might have against Lessor or any other Person or to pursue such claim in such manner as Lessee shall deem appropriate.

Section 20. Notices.

Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail and courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of notice by such a telecommunications device, upon transmission thereof, provided such transmission is promptly confirmed in writing by either of the methods set forth in clauses (a) and (b) above, in each case addressed to the following Person at its respective address set forth below or at such other address as such Person may from time to time designate by written notice to the other Persons listed below:

If to Lessor:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890
Attention: Corporate Trust Administration
(BN 1990-B)

Fax No.: (302) 651-8464
Telex: 83547 WILM TR
Confirmation No.: (302) 651-1000

With copies to:

If to the Indenture Trustee:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115
Attention: Corporate Trust Department
(BN 1990-B)

Fax No.: (203) 244-6999
Telex: 6813218,
Answerback: CTNB HFD
Confirmation No.: (203) 548-3460

If to Lessee:

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

Fax No.: (817) 878-2314
Confirmation No.: (817) 878-7901

Section 21. Concerning the Indenture Trustee.

21.1. Limitation of Indenture Trustee's Liabilities. Notwithstanding any provision herein or in any of the Operative Agreements to the contrary, the Indenture Trustee's obligation to take or refrain from taking any actions, or to use its discretion (including, but not limited to, the giving or withholding of consent or approval and the exercise of any rights or remedies under such Operative Agreements), and any liability therefor, shall, in addition to any other limitations provided herein or in the other Operative Agreements, be limited by the provisions of the Indenture, including, but not limited to, Article VI thereof.

21.2. Right, Title and Interest of Indenture Trustee under Lease. It is understood and agreed that the right, title and interest of the Indenture Trustee in, to and under this Lease and the Rent due and to become due hereunder shall by the express terms granting and conveying the same be subject to the interest of Lessee in and to the Equipment.

Section 22. Termination upon Purchase by Seller; Options to Renew.

22.1. Termination upon Purchase by Seller. If the Seller shall have exercised its option to purchase any Unit pursuant to Section 9 of the Participation Agreement, upon payment by the Seller of the purchase price with respect to such Unit as provided in Section 9 of the Participation Agreement, and upon payment by Lessee of all Rent then due and payable under this Lease with respect to such Unit, the Lease Term shall end with respect to such Unit and the obligations of Lessee to pay Rent hereunder with respect to such Unit (except for Supplemental Rent obligations surviving pursuant to the Participation Agreement or the Tax Indemnity Agreement or which have otherwise accrued but not been paid as of the date of such payment) shall cease.

22.2. Renewal Option at Expiration of Basic Term or Renewal Term. (a) So long as no Event of Default shall have occurred and be continuing and subject to Section 22.1, Lessee shall have the right, upon no less than 90 days prior irrevocable notice to Lessor, on the Basic Term Expiration Date, to renew this Lease with respect to either (i) all Units or not less than 25% and not more than 75% of the Units, randomly selected on a blind basis, for one Renewal Term of 4.5 years (the "Fixed Rate Renewal Term"), commencing on the Renewal Term Commencement Date for such Units; provided that the aggregate duration of the Fixed Rate Renewal Term for such Units, when added to the duration of the Interim Term for such Units and the Basic Term for such Units, shall not exceed either (i) 80% of the estimated useful life of such Units, or (ii) the point at which such Units are estimated to have a Fair Market Sales Value of 20% of the original Equipment Cost of such Units (without giving effect to inflation or deflation since the Closing Date for such Units), in each case as determined by appraisal (in accordance with the procedures set forth in the definition of "Fair Market Sales Value"), completed at a point prior to the end of the Basic Term selected by Lessee. All of the provisions of this Lease, other than Section 10, shall be applicable during the Fixed Rate Renewal Term for such Units, except that the Stipulated Loss Values for such Units and Termination Values for such Units shall be determined in accordance with Section 22.5 hereof, and Basic Rent for such Units shall be equal to the lesser of (i) the Fair

Market Rental Value for such Units and (ii) fifty percent (50%) of the average annual Basic Rent of such Units over the Basic Term, and shall be payable semi-annually in advance or quarterly in arrears.

(b) So long as no Event of Default shall have occurred and be continuing and subject to Section 22.1, Lessee shall have the right, upon not less than 180 days prior notice (which shall become irrevocable if not revoked at least 90 days prior to the end of the Fixed Rate Renewal Term or the current Fair Market Renewal Term pursuant to this Section, as the case may be) to Lessor at the end of the Fixed Rate Renewal Term or any Fair Market Renewal Term pursuant to this Section, to renew this Lease with respect to either (i) all Units or (ii) not less than 25% of the Units and not more than 75% of the Units randomly selected (on a blind basis) for one or more Fair Market Renewal Terms of not less than one year, commencing at the end of any Renewal Term. Basic Rent for any such Renewal Term equal to the then Fair Market Rental Value of such Units shall be payable in semiannual installments in arrears. All other provisions of this Lease, shall be applicable during any such Renewal Term for such Units, except that the Termination Values and Stipulated Loss Values for such Units shall be determined in accordance with Section 22.5.

22.3. Lessee's Notice. Not less than 180 days prior to the expiration of the Basic Term Lessee agrees to provide Lessor with a good faith, non-binding indication of its current intention with respect to whether it will (i) renew this Lease with respect to any Units pursuant to Section 22.2 hereof, or (ii) return such Units to Lessor pursuant to Section 6 hereof.

22.4. Determination of Fair Market Rental Value. Lessee may notify Lessor that Lessee desires a determination of the Fair Market Rental Value of such Units for a Renewal Term commencing upon the Renewal Term Commencement Date. Lessee's request for a determination of Fair Market Rental Value shall not obligate Lessee to exercise any of the options provided in Section 22.2.

22.5. Stipulated Loss Value and Termination Value During Renewal Term. During the Fixed Rate Renewal Term, the Stipulated Loss Value and Termination Value of any Unit shall be determined on the basis of the Fair Market Sales Value of such Unit as of the first day of

such Renewal Term, reduced in equal monthly increments to the Fair Market Sales Value of such Unit as of the last day of such Renewal Term. During any Fair Market Renewal Term the Stipulated Loss Value and the Termination Value of any Unit shall be determined by amortizing the Fair Market Sales Value of such unit as of the first day of such Renewal Term down to the Fair Market Sales Value of such unit as of the last day of such Renewal Term at the implicit interest rate imputed when discounting on a monthly basis the renewal rents and the Fair Market Sales Value as of the last day of such Renewal Term back to the Fair Market Sales Value as of the first day of such Renewal Term.

Section 23. Limitation of Lessor's Liability.

It is expressly agreed and understood that all representations, warranties and undertakings of Lessor hereunder (except as expressly provided herein) shall be binding upon Lessor only in its capacity as Owner Trustee under the Trust Agreement and in no case shall Wilmington Trust Company be personally liable for or on account of any statements, representations, warranties, covenants or obligations stated to be those of Lessor hereunder, except that Lessor (or any successor Owner Trustee) shall be personally liable for its gross negligence or willful misconduct or for its breach of its covenants, representations and warranties contained herein to the extent covenanted or made in its individual capacity.

Section 24. Lessee's Right of Set-Off.

If at any time that Lessee is required to make a payment of Termination Value pursuant to Section 10 or Stipulated Loss Value pursuant to Section 11, or if at the time that Lessee is required to make a payment of Termination Value or Stipulated Loss Value Lessee is also required to make any indemnity payment pursuant to Section 7 of the Participation Agreement or Section 5 of the Tax Indemnity Agreement, there shall exist a Lessor's Lien, or the Owner Participant shall have failed to reimburse Lessee pursuant to Section 2.2(c) of the Participation Agreement for the costs and expenses incurred by Lessee to lift a Lessor's Lien, attributable to any act or omission of or claim against the Owner Participant, or Lessor has breached Lessee's right of quiet enjoyment, Lessee shall be entitled to deduct from the portion required to be paid to the Owner Participant or Owner Trust-

ee of such payment of Termination Value, Stipulated Loss Value, or such payment of indemnity, or such payment of purchase price, as the case may be, an amount sufficient to discharge such Lessor's Lien or to so reimburse Lessee, as the case may be. Notwithstanding anything contained in this Section 24 to the contrary, any payments of Termination Value or Stipulated Loss Value made to the Indenture Trustee shall be in an amount which, together with any other amounts payable hereunder, is at least sufficient to pay in full, as of the date of payment thereof, the amount of principal of, and any accrued and unpaid interest on, the Equipment Notes, together with premium, if any, thereon and, to such extent, shall not be subject to set-off hereunder.

Section 25. Investment of Security Funds; Miscellaneous.

Any moneys received by Lessor or Indenture Trustee pursuant to Section 12.2 which are required to be paid to Lessee after completion of repairs to be made pursuant to Section 12.2 shall, until paid to Lessee as provided in Section 12.2 or as otherwise applied as provided herein or in the Trust Agreement and Indenture, be invested in Permitted Investments by Lessor (unless the Indenture shall not have been discharged, in which case, by the Indenture Trustee as provided in Section 6.04(b) of the Indenture) from time to time as directed in writing by Lessee if such investments are reasonably available for purchase. There shall be promptly remitted to Lessee any gain (including interest received) realized as the result of any such investment (net of any fees, commissions and other expenses, if any, incurred in connection with such investment) and Lessee will promptly pay to Lessor or the Indenture Trustee, as the case may be, on demand, the amount of any loss realized as the result of any such investment (together with any fees, commissions and other expenses, if any, incurred in connection with such investment), such amount to be disposed of in accordance with the terms of the Trust Agreement and the Indenture. If the amount of the estimated Make-Whole Amount paid to the Owner Trustee or the Indenture Trustee together with any investment earnings (including interest received) thereon (net of any fees, commissions and other expenses, if any, incurred in connection with such investment) shall exceed the actual Make-Whole Amount, the Indenture Trustee or the Owner Trustee, as the case may be, shall promptly remit to the Lessee the amount of such excess.

Section 26. Miscellaneous.

26.1. Governing Law; Severability. This Lease, and any extensions, amendments, modifications, renewals or supplements hereto shall be delivered in New York and shall be governed by and construed in accordance with the internal laws and decisions (as opposed to conflicts of law provisions) of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under the laws of any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease in any other jurisdiction.

26.2. Execution in Counterparts. This Lease may be executed in any number of counterparts, each executed counterpart constituting an original and in each case such counterparts shall constitute but one and the same instrument; provided, however, that to the extent that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

26.3. Headings and Table of Contents; Section References. The headings of the sections of this Lease and the Table of Contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof. All references herein to numbered sections, unless otherwise indicated, are to sections of this Lease.

26.4. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

26.5. True Lease. It is the intent of the parties to this Lease that it will be a true lease and not a "conditional sale," and that Lessor shall at all times be considered to be the owner of each Unit which is the subject of this Lease for the purposes of all Federal, state, city and local income taxes or for franchise taxes measured by income, and that this Lease conveys to Lessee no right, title or interest in any Unit except as lessee. Nothing contained in this Section 26.5 shall be construed to limit Lessee's use or operation of any Unit or constitute a representation, warranty or covenant by Lessee as to tax consequences.

26.6. Amendments and Waivers. No term, covenant, agreement or condition of this Lease may be terminated, amended or compliance therewith waived (either generally or in a particular instance, retroactively or prospectively) except by an instrument or instruments in writing executed by each party hereto; provided, however, that any breach or default, once waived in writing, unless otherwise specified in such waiver, shall not be deemed continuing for any purpose of the Operative Agreements.

26.7. Survival. All warranties, representations, indemnities and covenants made by any party hereto, herein or in any certificate or other instrument delivered by any such party or on the behalf of any such party under this Lease, shall be considered to have been relied upon by each other party hereto and shall survive the consummation of the transactions contemplated hereby on any Closing Date regardless of any investigation made by any such party or on behalf of any such party.

26.8. Business Days. If any payment is to be made hereunder or any action is to be taken hereunder on any date that is not a Business Day, such payment or action otherwise required to be made or taken on such date shall be made or taken on the immediately succeeding Business Day with the same force and effect as if made or taken on such scheduled date and as to any payment (provided any such payment is made on such succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

26.9. Directly or Indirectly. Where any provision in this Lease refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

26.10. Incorporation by Reference. The payment obligations set forth in the Tax Indemnity Agreement and Sections 7.1 and 7.2 of the Participation Agreement are hereby incorporated by reference.

STATE OF DELAWARE)
) ss:
COUNTY OF NEW CASTLE)

On this 17th day of September, 1990, before me personally appeared EMMETT R. HARMON, to me personally known, who being duly sworn, says that he/~~she~~ is a Corporate Trust Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on September 17, 1990 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.

Sonja F. Allen
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

NOTARY PUBLIC
My Commission expires May 30, 1992

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease 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: Emmett R. Harmon
Title: Vice President

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease 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:

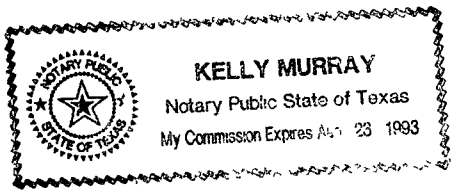
LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____
Name: Robert F. McKenney
Title: Vice President & Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

On this 17th day of September, 1990, before me personally appeared Robert F. McKenney, to me personally known, who being duly sworn, says that he is a Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on September 17, 1990 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.



Kelly Murray
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

August 23, 1993

LEASE SUPPLEMENT (BN 1990-_) NO. __

Dated as of _____, 19__

between

_____,
Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY,
Lessee

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 1990-_), DATED AS OF SEPTEMBER 14, 1990, 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 PAGES 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 September _, 1990, 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 September __, 1990, at __: __ _.M.

LEASE SUPPLEMENT (BN 1990-_) NO. __

LEASE SUPPLEMENT (BN 1990-_) NO. __ dated _____, 19__ (this "Lease Supplement") between _____, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (BN-1990-_) dated as of September 14, 1990 (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] [the] 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 the 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 $ _____ 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 [__] and [__] 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 14, 1990", the "Lease Agreement, dated as of September 14, 1990" or the "Lease, dated as of September 14, 1990," 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 is being delivered in the State of New York and 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, but solely as
Owner Trustee

By: _____
Name:
Title:

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____
Name:
Title:

Receipt of the original
counterpart of the foregoing
Lease Supplement No. __
is hereby acknowledged this
____ day of _____, 19__.

THE CONNECTICUT NATIONAL BANK,
as Indenture Trustee

By: _____
Name:
Title:

DEFINITIONS

General Provisions

The following terms shall have the following meanings for all purposes of the Operative Agreements referred to below, unless otherwise defined in an Operative Agreement or the context thereof shall otherwise require and such meanings shall be equally applicable to both the singular and the plural forms of the terms herein defined. In the case of any conflict between the provisions of this Appendix A and the provisions of the main body of any Operative Agreement, the provisions of the main body of such Operative Agreement shall control the construction of such Operative Agreement.

Unless the context otherwise requires, (i) references to agreements shall be deemed to mean and include such agreements as the same may be amended, supplemented and otherwise modified from time to time, and (ii) references to parties to agreements shall be deemed to include the permitted successors and assigns of such parties.

Defined Terms

"Advance" shall have the meaning specified in Section 3.5 of the Lease.

"Affiliate" of any Person shall mean any other Person which directly or indirectly controls, or is controlled by, or is under a common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Appraisal" shall have the meaning specified in Section 4.3(a) of the Participation Agreement.

"Assignment of Warranties" shall mean the Assignment of Warranties (BN 1990-B), dated as of September 14, 1990 between the Seller and the Owner Trustee, as amended, supplemented or otherwise modified from time to time.

"Trust Estate" shall mean all the estate, right, title and interest of the Owner Trustee in, to and under the Equipment and the Operative Agreements including, without limitation, all funds advanced to the Owner Trustee by each Owner Participant, all proceeds from the sale of the Equipment Notes, all installments and other payments of Basic Rent, Supplemental Rent, insurance proceeds, Stipulated Loss Values, condemnation awards, Termination Values, purchase price, sale proceeds, and all other proceeds of any kind for or with respect to the Equipment and the Operative Agreements but excluding Excepted Property.

"Trustee" shall mean each of the Owner Trustee, the Indenture Trustee or the Pass Through Trustee and "Trustees" shall mean the Owner Trustee, Indenture Trustee and the Pass Through Trustee, collectively.

"Underwriter" shall mean Morgan Stanley & Co. Incorporated.

"Underwriting Agreement" shall mean that certain Underwriting Agreement between the Lessee and Morgan Stanley & Co. Incorporated, pertaining to the sale of the Pass Through Certificates, as the same may be amended, modified or supplemented from time to time.

"Unit" shall mean each unit or item of Equipment.