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FILED 1425  
SEP 27 1990 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

17027  
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GEORGE N LINDSAY  
ROSWELL B PERKINS  
ROBERT B VON MEHREN  
MICHAEL HARPER GOFF  
WILLIAM B MATTESON  
BARRY R BRYAN  
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ASA ROUNDTREE  
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BEVIS LONGSTRETH  
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JOHN G KOELTL  
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JAMES A KIERNAN III  
ROBERT R BRUCE\*  
HANS BERTRAM-NOTHNAGEL  
MARTIN FREDERIC EVANS  
STEVEN R GROSS  
ROGER E PODESTA  
MARIO L BAEZA  
WOODROW W CAMPBELL, JR  
MARCUS H STROCK  
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DAVID A DUFF  
LOREN KIEVE  
BRUCE G MERRITT\*  
JONATHAN R BELL  
ALAN H PALEY  
ROBERT J CUBITTO  
ERIC D ROITER  
ROBERT N SHWARTZ  
ROBERT J STAFFARONI  
DARIUS TENCZA  
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FRANCI J BLASSBERG  
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RICHARD D BOHM  
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DEBORAH F STILES  
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MARCUS L MAC HARG  
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BURT ROSEN  
CHRISTOPHER SMEALL  
WILLIAM B BEEKMAN  
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JEFFREY P CUNARD\*  
JOHN T CURRY, III  
SETH L ROSEN  
EDWIN G SCHALLERT  
LAWRENCE K CAGNEY  
JOSEPH P MOODHE

ELI WHITNEY DEBEVOISE  
1899 1990

FRANCIS TP PLIMPTON  
1900-1983

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

\*NOT ADMITTED IN NEW YORK

17027  
FILED 1425  
SEP 27 1990 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

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

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-C), dated as of September 14, 1990 ("Lease"), Lease Supplement (BN 1990-C) No. 1, dated September 27, 1990 ("Lease Supplement"), the Trust Indenture and Security Agreement (BN 1990-C), dated as of September 14, 1990 ("Indenture"), and Indenture Supplement (BN 1990-C) 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

*Handwritten signature: Charles J. Kaplan*

September 27 1990  
17027  
SEP 27 1990 - 12 05 PM  
A  
B  
C

September 27, 1990

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-C), dated as of September 14, 1990, and Lease Supplement (BN 1990-C) 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-C), dated as of

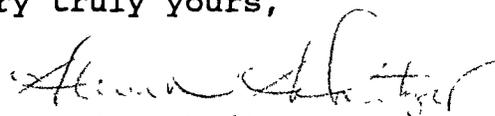
Sidney L. Strickland, Jr.

-3-

September 27, 1990

September 14, 1990, between Wilmington Trust Company, as Owner Trustee, and The Connecticut National Bank, as Indenture Trustee; and Indenture Supplement (BN 1990-C) No. 1, dated September 27, 1990, executed by the Owner Trustee, covering remanufactured locomotives.

Very truly yours,



Steven C. Schnitzer

Enclosures

10324857

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/27/90

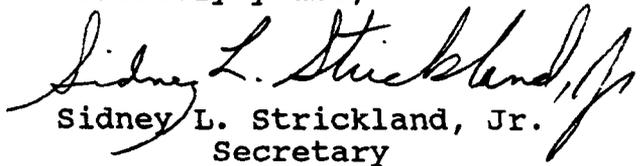
OFFICE OF THE SECRETARY

**Debevoise & Plimpton**  
875 Third Avenue  
New York, N.Y. 10022

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/27/90 at 12:05pm, and assigned recordation number(s). 17027 17027-A17027-B & 17027-C

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

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LEASE SUPPLEMENT (BN 1990-C) NO. 1

RECORDATION NO. 17027  
FILED 1405

Dated September 27, 1990

SEP 27 1990 -12 05 PM  
INTERSTATE COMMERCE COMMISSION

between

WILMINGTON TRUST COMPANY,  
Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY,  
Lessee

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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-C), 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.

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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-C) NO. 1

LEASE SUPPLEMENT (BN 1990-C) NO. 1 dated September 27, 1990 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Lessee");

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-C) 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 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 \$36,190,000 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 4 and 5 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of September 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.

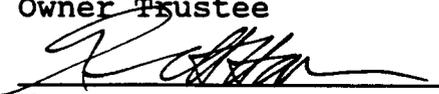
10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

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 capacity except  
as otherwise expressly provided but  
solely as Owner Trustee

By: 

Name: Emmett P. Harmon  
Title: Vice President

LESSEE:

BURLINGTON NORTHERN RAILROAD  
COMPANY

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

Name:  
Title:

IN WITNESS WHEREOF, the Lessor and the Lessee  
have caused this Lease Supplement to be duly executed and  
delivered on the day and year first above written.

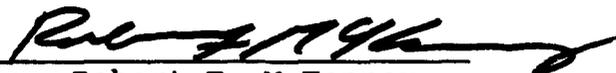
LESSOR:

WILMINGTON TRUST COMPANY,  
not in its individual capacity except  
as otherwise expressly provided but  
solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

LESSEE:

BURLINGTON NORTHERN RAILROAD  
COMPANY

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

10324234

SCHEDULE 1  
Lease Supplement (BN 1990-C)

<u>Equipment</u>	<u>Quantity</u>	<u>Reporting Marks</u>
GP-39 Locomotives	47	BN2900-BN2924; BN2935-BN2940; BN2833-BN2834; BN2881-BN2884; BN2660; BN2962-BN2967; BN2982-BN2984

"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.