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

ROBERT W ALVORD*
CHARLES T KAPPLER
JOHN H DOYLE*
JAMES C MARTIN, JR *

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

August 20, 1991

1-232A027

17028

RECORDATION NO. 17028-2 FILED 1991

AUG 20 1991 -1 05 PM

INTERSTATE COMMERCE COMMISSION

#15
MOTOR OPERATING UNIT
AUG 20 12 57 PM '91

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(a) are two (2) fully executed and acknowledged copies of a Lease Amendment No. 1 (BN 1990-D) dated as of September 28, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Lease Agreement (BN 1990-D) dated as of September 14, 1990 and the Lease Supplement (BN 1990-D) dated September 27, 1990, which were filed and recorded on September 27, 1990 under Recordation Numbers 17028 and 17028-A.

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

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

A description of the railroad equipment covered by the enclosed document is set forth in the foregoing Lease Supplement (BN 1990-D) dated September 27, 1990 (Recordation Number 17028-A).

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

C. T. Kappler

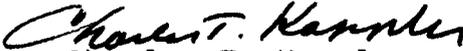
Mr. Sidney L. Strickland, Jr.
August 20, 1991
Page Two

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

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

Lease Amendment No. 1 (BN 1990-D) dated as of September 28, 1990.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/20/91

OFFICE OF THE SECRETARY

Charles T. Kappler

Alvord & Alvord

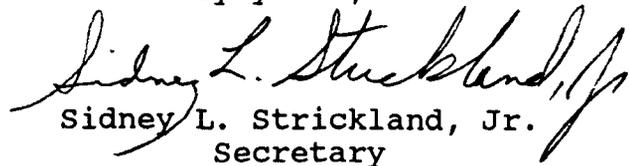
918 16th St. N.W.

Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/20/91 at 1:05pm, and assigned recordation number(s). 17028-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

LEASE AMENDMENT NO. 1
(BN 1990-D)

170282
RECORDED BY _____ FILED MS

Dated as of September 28, 1990 AUG 20 1991 -1 05 PM

Between

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 and Gondola Cars

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE AMENDMENT NO. 1, 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-D), 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 AMENDED LEASE. THIS LEASE AMENDMENT NO. 1 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 VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1991 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 _____, 1991, at ____:____.M.

LEASE AMENDMENT NO. 1
(BN 1990-D)

This LEASE AMENDMENT NO. 1 (BN 1990-D) dated as of September 28, 1990 ("Lease Amendment No. 1") between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity except as expressly provided in that certain Equipment Lease Agreement (BN 1990-D) dated as of September 14, 1990 between Lessor and Lessee, as supplemented (the "Lease"), but solely as Owner Trustee under the Trust Agreement (the "Lessor"), and Burlington Northern Railroad Company, a Delaware corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessor and the Lessee are parties to the Lease (as from time to time amended or supplemented, including as amended by this Lease Amendment No. 1) together with the supplement thereto filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1991 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 _____, 1991, at ____:____.m.

WHEREAS, Section 26.6 of the Lease contemplates the execution and delivery from time to time of amendments thereto; and

WHEREAS, the Lessor and the Lessee have agreed to enter into an amendment to the Lease substantially in the form hereof, in accordance with Section 26.6 of the Lease.

NOW, THEREFORE, the parties to this Lease Amendment No. 1 agree as follows:

ARTICLE I

AMENDMENTS OF LEASE

The Lease is hereby amended as follows:

SECTION 1.1. Section 8.1(iv) is amended to delete ", as applicable to continued use by Lessee".

SECTION 1.2. The heading to Section 22 is amended to replace the word "Options" with the word "Option".

SECTION 1.3. Section 22.2 is amended to delete "(a)" and to delete the phrase "or Renewal Term".

SECTION 1.4. The phrase "either (i) all Units or not less than 25%" is amended to read "either (i) all Units or (ii) not less than 25%".

SECTION 1.5. Section 22.2(b) is deleted in its entirety.

SECTION 1.6. The second sentence of Section 22.5 is deleted in its entirety.

ARTICLE II

AMENDMENTS OF APPENDIX A TO THE LEASE

Appendix A to the Lease is hereby amended as follows:

SECTION 2.1. The defined term "Fair Market Renewal Term" is deleted in its entirety.

SECTION 2.2. The defined term "Renewal Term" is hereby amended to delete ", thereof including any Fixed Rate Renewal Term".

SECTION 2.3. The defined term "Renewal Term Commencement Date" is amended to delete "or the immediately preceding Renewal Term if a renewal has been effected".

ARTICLE III

MISCELLANEOUS

SECTION 3.1. This Lease Amendment No. 1 shall be construed as supplemental to the Lease and shall form a part thereof and the Lease is hereby incorporated by reference herein and (as amended hereby) is hereby ratified, approved and confirmed. Capitalized terms used herein and not defined herein are used herein as defined in the Lease.

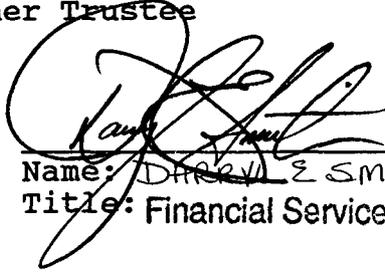
SECTION 3.2. This Lease Amendment No. 1 may be executed by the Lessor and the Lessee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same amendment; provided, however, that to the extent that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Amendment No. 1, 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.

SECTION 3.3. This Lease Amendment No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the internal laws of the State of New York.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Amendment No. 1 to be duly executed and delivered as of the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: 

Name: DARRYL E SMITH
Title: Financial Services Officer

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____

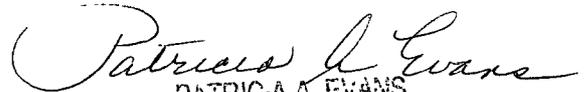
Name:
Title:

State of DELAWARE

SS.:

County of NEW CASTLE

On this 15th day of JULY, 1991 before me personally appeared DARRYL E SMITH, to me personally known, who being duly sworn, says that he is the Financial Services Officer of WILMINGTON TRUST CO., that the foregoing instrument was signed 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.



PATRICIA A. EVANS

NOTARY PUBLIC

My Commission expires April 20, 1995

This is a duplicate executed counterpart and not the original executed counterpart for chattel paper purposes.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Amendment No. 1 to be duly executed and delivered as of the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: _____
Name:
Title:

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

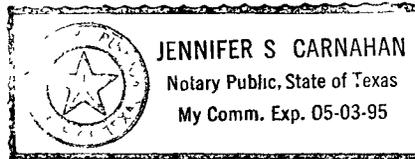
By: *Robert F. McKenney*
Name: Robert F. McKenney
Title: Senior Vice President and Treasurer

State of Texas

County of Tarrant SS.:

On this 6th day of August, 1991 before me personally appeared Robert F. McKenney, to me personally known, who being duly sworn, says that he is the Sr. Vice President and Treasurer of Burlington Northern Railroad Company, that the foregoing instrument was signed 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.

Jennifer S. Carnahan
Notary Public



This is a duplicate executed counterpart and not the original executed counterpart for chattel paper purposes.