

\$30.00

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LOS ANGELES, CA 90071
TELEPHONE (213) 680 8000
TELEX 401527 DPLA
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TELEPHONE (33 1) 47 04 46 04
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1 CREED COURT 5 LUDGATE HILL
LONDON EC4M 7AA
TELEPHONE (44-71) 329 0779
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RECORDATION NO 17077-~~F~~ FILED 1425

RECORDATION NO 17077-~~F~~ FILED 1425

GEORGE N LINDSAY
ROSWELL B PERKINS
ROBERT B VON MEHREN
MICHAEL HARPER GOFF
WILLIAM B MATTESON
BARRY R BRYAN
RICHARD D KAHN
ASA ROUNTREE
GEORGE B ADAMS
ROBERT J GENIESSE
ANDREW C HARTZELL JR
PHILIP S WINTERER
LOUIS BEGLEY
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DAVID V SMALLEY
CECIL WRAY, JR
JAMES C GOODALE
JUDAH BEST
JOHN F JOHNSTON 2ND
ROBERT L KING
BEVIS LONGSTRETH
MEREDITH M BROWN
BRUCE D HAIMS
STANDISH FORDE MEDINA, JR
EDWARD A PERELL
THEODORE A KURZ
HUGH ROWLAND, JR
ROBERT J GIBBONS
BARBARA PAUL ROBINSON
JONATHAN A SMALL
VINCENT M SMITH
PAUL H WILSON, JR
RICHARD GOODYEAR
MICHAEL B DUNHAM JR

JEFFREY S WOOD
STEVEN M ALDEN
JOHN H HALL
JOHN G KOELTL
RALPH C FERRARA
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
RALPH R ARDITI
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
JOHN M ALLEN, JR
FRANCI J BLASSBERG
JOHN B BRADY, JR
STEVEN KLUGMAN
RICHARD D BOHM
PETER L BOROWITZ
BARRY MILLS
DEBORAH F STILES
ANDREW N BERG

MARCIA L MAC HARG
STEVEN OSTNER
ROBERT F QUAINANCE, JR
MICHAEL E WILES
DANIEL M ABUHOFF
BRUCE P KELLER
JOHN S KIERNAN
DAVID W RIVKIN
BURT ROSEN
CHRISTOPHER SMEALL
WILLIAM B BEEKMAN
MICHAEL W BLAIR
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

DEC 27 1990 -11 05 AM

DEC 27 1990 -11 05 AM

December 27, 1990

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

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

\$30
Rec. No 17077-D
17077-E

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303 are two copies of each of Lease Supplement (BN 1990-A) No. 2, dated December 27, 1990 ("Lease Supplement"), and Indenture Supplement (BN 1990-A) No. 2, dated December 27, 1990 ("Indenture Supplement"), the Lease Supplement and Indenture Supplement being secondary documents.

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

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

DEC 27 11 01 AM '90
MOTOR OPERATING UNIT

County Party - Cf. Koppel

Sidney L. Strickland, Jr.

-2-

December 27, 1990

Indenture Supplement

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

A description of the railroad equipment covered by the enclosed documents 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:

Lease Supplement (BN 1990-A) No. 2, dated December 27, 1990, between Wilmington Trust Company, as Owner Trustee, Lessor, and Burlington Northern Railroad Company, Lessee; and Indenture Supplement (BN 1990-A) No. 2, dated December 27, 1990, executed by the Owner Trustee, covering remanufactured locomotives.

Very truly yours,



Jonathan D. Bokor

Enclosures

10362322

Interstate Commerce Commission
Washington, D.C. 20423

12/27/90

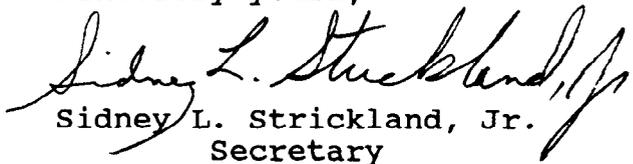
OFFICE OF THE SECRETARY

Jonathan D. Bokor
Debevoise & Plimpton
875 Third Avenue
New York, New York 10022

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/27/90 at 11:05AM, and assigned recordation number(s). 17077-D and 17077-E.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17077-D

LEASE SUPPLEMENT (BN 1990-A) NO. 2

Dated December 27, 1990

17077-D
RECORDATION NO. FILED 1428

DEC 27 1990 -11 05 AM

between

INTERSTATE COMMERCE COMMISSION

WILMINGTON TRUST COMPANY,
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-A), 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 _____, 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 _____, 1990, at ____:____.M.

LEASE SUPPLEMENT (BN 1990-A) NO. 2

LEASE SUPPLEMENT (BN 1990-A) NO. 2, dated December 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-A), dated as of September 14, 1990 (the "Lease"). Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in Appendix A to the Lease unless the context otherwise requires;

WHEREAS, the Participation Agreement and the Lease provide that on each 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 \$7,700,000.00 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, but solely as
Owner Trustee

By: _____

Name:

Title: Carolyn C. Daniels
Financial Services Officer

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____

Name: Robert F. McKenney

Title: Vice President and
Treasurer

STATE OF *Delaware*)
COUNTY OF *New Castle*) ss:

On this 20th day of December, 1990, before me personally appeared Carolyn C. Daniels, to me personally known, who being duly sworn, says that she is a Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on December 20, 1990 on behalf of said Delaware banking corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Wallace
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

April 20, 1991

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

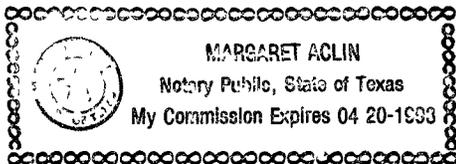
By: 
Name: Robert F. McKenney
Title: Vice President and
Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

On this 20th day of December, 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 December 20, 1990 on behalf of said Delaware 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.

Margaret AcLin
Notary Public

[NOTARIAL SEAL]



My Commission Expires:

4-20-93

10343665

SCHEDULE 1
Lease Supplement (BN 1990-A)

<u>Equipment</u>	<u>Quantity</u>	<u>Reporting Marks</u>
Remanufactured Locomotives	10	BN2961 BN2968 - BN2971 BN2977 - BN2981