

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N W  
WASHINGTON, D C  
633 WEST FIFTH STREET, LOS ANGELES  
200 SOUTH BISCAYNE BOULEVARD MIAMI  
20 PLACE VENDÔME, PARIS  
66 GRESHAM STREET, LONDON  
BIRGER JARLSGATAN 14, STOCKHOLM  
2013 WALI AL-AHD (P O BOX 2256) JEDDAH

1155 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036-27  
(212) 819-8200  
(212) 354-8113  
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO  
QUEEN'S ROAD CENTRAL, HONG KONG  
RAFFLES PLACE, SINGAPORE  
CUMHURİYET CADESİ 12/10 ISTANBUL  
ZIRAATCI AHMAN CADESİ 17/5, ANKARA  
7, ULITSА TVERSKAYA, MOSCOW  
AVENUE DE LA RENAISSANCE I, BRUSSELS  
(JOINT OFFICE WITH DERINGER,  
TESSIN, HERRMANN & SEDEMUND)

OCT 16 1991 - 1 42 PM

INTERSTATE COMMERCE COMMISSION

1-289A025

October 16, 1991

RECORDATION NO 17562  
FILED 1425

RECORDATION NO 17562  
FILED 1425

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

OCT 16 1991 - 1 42 PM

INTERSTATE COMMERCE COMMISSION

Re: Lease of Certain Locomotive and Railroad  
Cars from First Security Bank of Utah,  
National Association, to Burlington Northern  
Railroad Company

Dear Mr. Strickland:

Enclosed are an original and two originally executed counterparts of the two primary documents described below and the two secondary documents which also are described below. The secondary documents described as item 1 below is related to the primary document described as item 1 below. The secondary document described as item 2 below is related to the primary document described as item 2 below. All of the enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The enclosed primary documents are:

(1) Equipment Lease Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association as lessor, and Burlington Northern Railroad Company, as lessee.

(2) Trust Indenture and Security Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association, as owner

16. Oct 1 1991

TIMOTHY MARTIN FOX  
T.M.F.

Mr. Sidney L. Strickland, Jr.  
October 16, 1991  
Page 2

trustee, and Wilmington Trust Company, as indenture trustee.

The enclosed secondary documents are:

(1) Lease Supplement No. 1 dated October 16, 1991, between First Security Bank of Utah, National Association, as lessor, and Burlington Northern Railroad Company, as lessee. The primary document to which this Lease Supplement is connected is being submitted for recording concurrently herewith.

(2) Trust Indenture Supplement No. 1 dated October 16, 1991, of First Security Bank of Utah, National Association, as owner trustee, and Wilmington Trust Company, as indenture trustee. The primary document to which this Indenture Supplement is connected is being submitted for recording concurrently herewith.

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

Equipment Lease Agreement

Lessor:

First Security Bank of Utah, (1)  
National Association  
61 South Main Street  
Salt Lake City, Utah 84111

Lessee:

Burlington Northern Railroad Company  
2900 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

Lease Supplement No. 1

Lessor: (1)

First Security Bank of Utah,  
National Association  
61 South Main Street

Mr. Sidney L. Strickland, Jr.  
October 16, 1991  
Page 3

Salt Lake City, Utah 84111

Lessee: <sup>(4)</sup>

Burlington Northern Railroad Company  
2900 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

Trust Indenture and Security Agreement

Owner Trustee: <sup>✓ See</sup>  
First Security Bank of Utah,  
National Association  
61 South Main Street  
Salt Lake City, Utah 84111

Indenture Trustee: ✓  
Wilmington Trust Company ✓  
Rodney Square North  
Wilmington, Delaware 19890

Trust Indenture Supplement No. 1 ✓

Owner Trustee: ✓  
First Security Bank of Utah,  
National Association  
61 South Main Street  
Salt Lake City, Utah 84111

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

The description of the equipment covered by the  
aforesaid Lease and Lease Supplement is as follows:

Fourteen SD60-M locomotives with reporting marks  
BN9250 through BN9263, both inclusive,

Twenty-three GP39-2 locomotives with reporting  
marks BN2759 through BN2761, BN2870 through  
BN2874 and BN2885 through BN2899, all inclusive,

Mr. Sidney L. Strickland, Jr.  
October 16, 1991  
Page 4

Two hundred forty aluminum gondola cars with reporting marks BN533641 through BN533880, both inclusive,

One hundred thirty sixty-five foot gondola cars with reporting marks BN580610 through BN580739, both inclusive,

Sixteen single double stack cars with reporting marks BN64003 through BN64018, both inclusive,

Thirty-one triple double stack cars with reporting marks BN64019 through BN64049, both inclusive.

Included in the property covered by the Trust Indenture and Security Agreement are (i) fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive, and all additions, alterations and modifications thereto or replacements of any part thereof, whenever made or performed or acquired and all other items of tangible personal property of any kind acquired by First Security Bank of Utah, National Association, in connection with the acquisition of the aforementioned equipment, in each case whether acquired at the time of acquisition or thereafter acquired pursuant to the Lease or otherwise, (ii) certain rights of First Security Bank of Utah, National Association, in the Equipment Lease Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association, as lessor, and Burlington Northern Railroad Company, as lessee, (iii) all right, title and interest of First Security Bank of Utah, National Association, in and to all proceeds, rents, issues, profits, products, revenues and other income, from and on account of the property rights and privileges subjected or required to be subjected to the lien of the Trust Indenture and Security Agreement.

Mr. Sidney L. Strickland, Jr.  
October 16, 1991  
Page 5

A fee of Sixty-eight dollars (\$68.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Christopher G. Wilkinson  
White & Case  
1155 Avenue of the Americas ✓  
New York, New York 10036

A short summary of each of the documents to appear in the index follows:

1) Equipment Lease Agreement:

Equipment Lease Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association, as lessor, 61 South Main Street, Salt Lake City, Utah 84111, and Burlington Northern Railroad Company, as lessee, 2900 Continental Plaza, 777 Main Street, Forth Worth, Texas 76102, covering fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive.

2) Lease Supplement No. 1:

Lease Supplement No. 1 dated October 16, 1991, between First Security Bank of Utah, National Association, as lessor, 61 South Main Street, Salt Lake City, Utah 84111, and Burlington Northern Railroad Company, as lessee, 2900 Continental Plaza, 777 Main

Street, Forth Worth, Texas 76102, covering fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive.

3) Trust Indenture and Security Agreement:

Trust Indenture and Security Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association, as lessor, 61 South Main Street, Salt Lake City, Utah 84111, and Burlington Northern Railroad Company, as lessee, 2900 Continental Plaza, 777 Main Street, Forth Worth, Texas 76102, covering fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive.

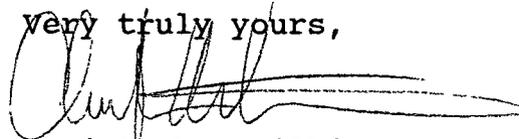
Mr. Sidney L. Strickland, Jr.  
October 16, 1991  
Page 7

4) Trust Indenture Supplement No. 1:

Trust Indenture Supplement No. 1 dated October 16, 1991, between First Security Bank of Utah, National Association, as lessor, 61 South Main Street, Salt Lake City, Utah 84111, and Burlington Northern Railroad Company, as lessee, 2900 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, covering fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive.

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,



Christopher Wilkinson

17562-C  
REGISTRATION NO. \_\_\_\_\_

OCT 16 1991 -1 22 PM

INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE SUPPLEMENT

This INDENTURE SUPPLEMENT No. 1, dated October 16, 1991, (this "Indenture Supplement"), of First Security Bank of Utah, a national banking association, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement dated as of October 1, 1991 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and BN Leasing Corporation, a Delaware corporation, as Owner Participant;

W I T N E S S E T H :

WHEREAS, the Trust Agreement provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment;

WHEREAS, the Trust Indenture and Security Agreement dated as of October 1, 1991 (the "Indenture"), between the Owner Trustee and Wilmington Trust Company, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment, by having attached thereto a copy of the Lease Supplement, and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, each of the Trust Agreement and the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Secured Equipment Notes from time to time outstanding under the Indenture and the performance and

observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Secured Equipment Notes in the Secured Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Secured Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, granted, transferred, pledged and confirmed, and does hereby sell, assign, grant, transfer, pledge and confirm, the property comprising the Equipment described in the copy of the Lease Supplement attached hereto, (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Secured Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Secured Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

This Supplement may be executed by the Owner Trustee 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 Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and

conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture Supplement to be duly executed by their duly authorized officers, as of the day and year first above written.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in its  
individual capacity but solely as  
Owner Trustee

By: *Bill R King*  
Its ASSISTANT TRUST OFFICER

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

By: *Daniel*  
Its Senior Financial Services Officer

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On this 15 day of October, 1991, before me personally appeared BRETT R. KING to me personally known, who being by me duly sworn, says that he is a ASSISTANT TRUST OFFICER of First Security Bank of Utah, N.A., that said instrument was signed and sealed on October 15, 1991, on behalf of said association 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.

By: Eugene F. Kenny  
Notary Public

( S E A L )

My Commission Expires: \_\_\_\_\_

EUGENE F. KENNY  
Notary Public, State of New York  
No. 31-4986102  
Qualified in New York County  
Commission Expires Sept. 3, 1993

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

On this 15 day of October, 1991, before me personally appeared Gaelyn Daniels to me personally known, who being by me duly sworn, says that he is a Series Annual Services Officer of Wilmington Trust Company, that said instrument was signed and sealed on October 15, 1991, 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.

By: Eugene F. Kenny  
Notary Public

( S E A L )

My Commission Expires: \_\_\_\_\_

EUGENE F. KENNY  
Notary Public, State of New York  
No. 31-4986102  
Qualified in New York County  
Commission Expires Sept. 3, 1993

## APPENDIX A

<u>Type of Equipment</u>	<u>Number of Units</u>	<u>Reporting Marks</u>
<u>TYPE A EQUIPMENT</u>		
SD60-M Locomotives	14	BN 9250 thru BN 9263
<u>TYPE B EQUIPMENT</u>		
GP39-2 Locomotives	23	BN 2759 thru BN 2761 BN 2870 thru BN 2874 BN 2885 thru BN 2899
<u>TYPE C EQUIPMENT</u>		
Aluminum Gondola Cars	240	BN 533641 thru BN 533880
<u>TYPE D EQUIPMENT</u>		
65' Gondola Cars	130	BN 580610 thru BN 580739
<u>TYPE E EQUIPMENT</u>		
Single Double Stack Cars	16	BN 64003 thru BN 64018
<u>TYPE F EQUIPMENT</u>		
Triple Double Stack Cars	31	BN 64019 thru BN 64049

---

LEASE SUPPLEMENT NO. 1

Dated October 16, 1991

between

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION  
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, FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT, DATED AS OF OCTOBER 1, 1991, 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. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE 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 \_\_\_\_\_, 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 SUPPLEMENT NO. 1

LEASE SUPPLEMENT NO. 1 dated October 16, 1991, (this "Lease Supplement") between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, 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 dated as of October 1, 1991, (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, Vendor shall deliver to Owner Trustee a Vendor Bill of Sale dated such date by which Vendor bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Vendor, the Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Vendor 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 the Units set forth on Appendix A 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 Appendix A hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Appendix A 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 \$63,744,000 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 October 1, 1991", the "Lease Agreement, dated as of October 1, 1991" or the "Lease, dated as of October 1, 1991", 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 a 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:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION  
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:  
Title:

Receipt of the original counterpart of this Lease Supplement is hereby acknowledged.

Indenture Trustee: WILMINGTON TRUST COMPANY

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

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of \_\_\_\_\_, that said instrument was signed and sealed on \_\_\_\_\_, 1991, on behalf of such association 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.

By: \_\_\_\_\_  
Notary Public

( S E A L )

My Commission Expires: \_\_\_\_\_

