

# CHAPMAN AND CUTLER

Theodore S. Chapman  
1877-1943  
Henry E. Cutler  
1879-1959

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2 North Central Avenue  
Phoenix, Arizona 85004  
(602) 256-4060

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JAN 14 1992 -10 55 AM

January 14, 1992

JAN 14 1992 -10 55 AM

50 South Main Street  
Salt Lake City, Utah 84144  
(801) 533-0066

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Office of the Secretary  
Recordations Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

2-014A002

\$48

New Number

17673

" " - A

17673

" " - B

Attention: Ms. Mildred Lee

JAN 14 1992 -10 55 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. §11303.

The first document, Equipment Lease Agreement, dated as of January 1, 1992, is a primary document. The names and addresses of the parties to such document are as follows:

Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

New Number

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

The second document, Lease and ETA Supplement No. 1, dated January 14, 1992, is a secondary document. The names and addresses of the parties to such document are as follows:

Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

~~ABCD~~ - A

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

JAN 14 10 47 AM '92  
MOTOR OPERATING UNIT

*Countryman*  
*Chapman*  
*Cutler*

CHAPMAN AND CUTLER

State Street Bank and Trust Company  
of Connecticut, National Association  
750 Main Street  
Hartford, Connecticut 06103

The third document, Equipment Trust Agreement, dated as of January 1, 1992, is a primary document. The names and addresses of the parties to such document are as follows:

Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

— B

State Street Bank and Trust Company  
of Connecticut, National Association  
750 Main Street  
Hartford, Connecticut 06103

A description of the equipment covered by each of these documents is set forth in Appendix A attached hereto.

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

Equipment Lease Agreement, dated as of January 1, 1992, between Wilmington Trust Company, not in its individual capacity except as otherwise expressly provided therein but solely as Owner Trustee, as Lessor, and Burlington Northern Railroad Company, as Lessee.

Lease and ETA Supplement No. 1, dated January 14, 1992, between Wilmington Trust Company, not in its individual capacity except as otherwise expressly provided therein but solely as Owner Trustee, as Lessor, Burlington Northern Railroad Company, as Lessee, and State Street Bank and Trust Company of Connecticut, National Association, as Equipment Trust Trustee.

Equipment Trust Agreement, dated as of January 1, 1992, between Wilmington Trust Company, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee, and State Street Bank and Trust Company of Connecticut, National Association, as Equipment Trust Trustee.

Law Offices of

CHAPMAN AND CUTLER

A filing fee of \$48.00 is enclosed. Please return one stamped original copy to the undersigned.

Very truly yours,

CHAPMAN AND CUTLER

By Michael G. Miller

Enclosures

JAN 14 1992 -10 55 AM

INTERSTATE COMMERCE COMMISSION

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LEASE AND ETA SUPPLEMENT (BN 1992-A)

Dated as of January 1, 1992

Between

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

Lessor,

BURLINGTON NORTHERN RAILROAD COMPANY,  
Lessee

and

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION,  
Equipment Trust Trustee

36 SD60-M New Locomotives  
17 GP39-2 Remanufactured Locomotives  
20 Double Stack Flatcars

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CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE AND ETA 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, STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS EQUIPMENT TRUST TRUSTEE UNDER AN EQUIPMENT TRUST AGREEMENT (BN 1992-A), DATED AS OF JANUARY 1, 1992, BETWEEN SAID EQUIPMENT TRUST TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE EQUIPMENT TRUST TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE AND ETA 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 STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, AS EQUIPMENT TRUST 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 January \_\_, 1992 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 January \_\_, 1992, at \_\_\_\_\_.M.

**LEASE AND ETA SUPPLEMENT (BN 1992-A) NO. 1**

LEASE AND ETA SUPPLEMENT (BN 1992-A) NO. 1 dated January 14, 1992, (this "Lease and ETA Supplement") between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("*Lessor*") under the Trust Agreement, BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("*Lessee*"), and STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association ("*Equipment Trust Trustee*");

**WITNESSETH:**

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (BN 1992-A) dated as of January 1, 1992 (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 Closing Date, Owner Participant shall deliver to Owner Trustee a Bill of Sale dated such date by which Owner Participant bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Owner Participant, the Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Owner Participant and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease and the Equipment Trust Agreement provide for the execution and delivery of a Lease and ETA 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 and conveying legal title to such Units to the Equipment Trust Trustee for security purposes only under the Equipment Trust Agreement;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor, Lessee and the Equipment Trust Trustee 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. The Equipment Trust Trustee hereby confirms delivery and lease to Lessor, and Lessor hereby confirms acceptance and lease from the Equipment Trust Trustee, under the Equipment Trust Agreement as hereby supplemented, the Units listed on Schedule 1 hereto.

3. 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.

4. 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.

5. The Closing Date of the Units described above is the date of this Lease and ETA Supplement set forth in the opening paragraph hereof.

6. The aggregate Equipment Cost of the Units leased hereunder is \$73,240,000 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values applicable in respect of the Units are set forth on Schedule 4 to the Participation Agreement.

7. In order to secure the prompt payment of the principal of, premium, if any, and interest on the Equipment Trust Certificates issued on the date hereof and on any other Equipment Trust Certificates Outstanding, Lessor has (i) conveyed legal title to the Units listed on Schedule 1 attached hereto to the Equipment Trust Trustee *for security purposes only* and (ii) granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Equipment Trust Trustee in the Lease and this Lease and ETA Supplement, in each case excluding Excepted Property, to have and to hold unto the Equipment Trust Trustee and its successors and assigns for its and their own use and benefit forever.

8. Lessor hereby confirms its agreement, in accordance with the Equipment Trust Agreement as supplemented by this Lease and ETA Supplement, to pay ETA Rent to the Equipment Trust Trustee for each Unit leased hereunder as provided for in the Equipment Trust Agreement.

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

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

11. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease and ETA Supplement may refer to the "Equipment Lease Agreement, dated as of January 1, 1992," the "Lease Agreement, dated as of January 1, 1992" or the "Lease, dated as of January 1, 1992," or may identify the Lease in any other respect without making specific reference to this Lease and ETA Supplement, but nevertheless all such references shall be deemed to include this Lease and ETA Supplement, unless the context shall otherwise require. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease and ETA Supplement may refer to the "Equipment Trust Agreement, dated as of January 1, 1992," or may identify the Equipment Trust Agreement in any other respect without making specific reference to

this Lease and ETA Supplement, but nevertheless all such references shall be deemed to include this Lease and ETA Supplement, unless the context shall otherwise require.

12. This Lease and ETA Supplement shall be construed in connection with and as part of the Lease and the Equipment Trust Agreement, and all terms, conditions and covenants contained in the Lease or the Equipment Trust Agreement shall be and remain in full force and effect.

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

14. This Lease and ETA 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, the Lessee and the Equipment Trust Trustee have caused this Lease to be duly executed and delivered on the day and year first above written.

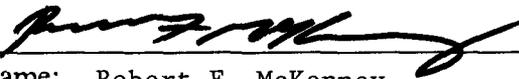
LESSOR:

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

By:   
Name: DAVID A. VANASKEY, JR.  
Title: FINANCIAL SERVICES OFFICER

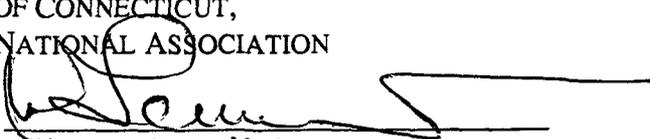
LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

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

EQUIPMENT TRUST TRUSTEE:

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION

By:   
Name: Jason M. Lemont,  
Title: Vice President

STATE OF New York )  
COUNTY OF New York ) SS:

David A Vanaskey, Jr.  
Assistant

On this 13<sup>th</sup> day of January, 1992, before me personally appeared Leannet to me personally known, who being by me duly sworn, says that he/she is a Vice President Officer of Wilmington Trust Company, that said instrument was signed and sealed on January 13<sup>th</sup>, 1992, on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

JOAN CABROL  
Notary Public, State of New York  
No 4905037  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires 9-14-93

By Joan Cabrol  
Notary Public

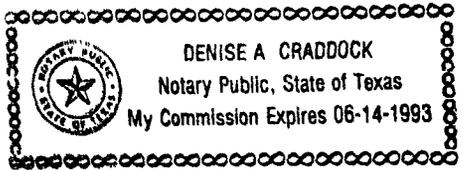
(SEAL)

My Commission Expires: 9-14-93

STATE OF TEXAS )  
COUNTY OF TARRANT ) SS:

Robert F.

On this 13<sup>th</sup> day of January, 1992, before me personally appeared McKenney to me personally known, who being by me duly sworn, says that he is a Sr. VP & Treasurer of Burlington Northern Railroad Company, that said instrument was signed and sealed on January 13, 1992, 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.



(SEAL)

By Denise A Craddock  
Notary Public

My Commission Expires: June 14, 1993



SCHEDULE 1  
Lease and ETA Supplement (BN 1992-A)

EQUIPMENT	QUANTITY	EQUIPMENT COST PER UNIT	REPORTING MARKS
SD60-M New Locomotives	36	\$1,550,000	BN9264-BN9298, both inclusive, and BN1991
GP39-2 Remanufactured Locomotives	17	\$800,000	BN2762-BN2778, both inclusive
Double Stack Flatcars	20	\$192,000	BN64050-BN64069, both inclusive