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16621-D
16621-E

THELEN, MARRIN, JOHNSON & BRIDGES

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RECORDATION NO. 16621-F
FILED 1425

DEC 29 1989 -12 35 PM

INTERSTATE COMMERCE COMMISSION

December 29, 1989

9-303A022

RECORDATION NO. 16621-D
FILED 1425

DEC 29 1989 -12 35 PM

INTERSTATE COMMERCE COMMISSION

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

Attention: Ms. Mildred Lee

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, Lease Supplement No. 2, dated as of December 31, 1989, is a secondary document, the primary document to which it is connected is recorded under Recordation No. 16621. The names and addresses of the parties to such document are as follows:

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

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

The second document, Security Agreement and Trust Indenture Supplement No. 2, dated as of December 31, 1989, is a secondary document, the primary document to which it is connected is recorded under Recordation No. 16621-B. The names and addresss of the parties to such document are as follows:

Vertical handwritten signature on the left margin, possibly "C. T. Kaplan".

Office of the Secretary
December 29, 1989
Page 2

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21203

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:

Lease Supplement No. 2, dated as of December 31, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Burlington Northern Railroad Company, as Lessee, as supplement to the Equipment Lease Agreement dated as of November 1, 1989 between First Security Bank of Utah, National Association, not in its individual capacity except, as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Burlington Northern Railroad Company as Lessee, which was filed with the ICC on November 22, 1989, and recorded under recordation number 16621.

Security Agreement and Trust Indenture Supplement No. 2, dated as of December 31, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, as supplement to the Security Agreement and Trust Indenture, dated as of

THELEN, MARRIN, JOHNSON & BRIDGES

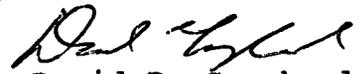
Office of the Secretary
December 29, 1989
Page 3

November 1, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Identure Trustee, which was filed with the ICC on November 22, 1989, and recorded under recordation number 16621-B.

A filing fee of \$30.00 is enclosed. Please return one stamped original copy to the undersigned.

Very truly yours

THELEN, MARRIN, JOHNSON & BRIDGES


David P. Graybeal

Enclosures

0275X

APPENDIX A

<u>Size and Type of Equipment</u>	<u>Number of Units</u>	<u>Reporting Marks</u>
<u>Group A Equipment</u>		
New 3800 HP Model SD-60M Locomotives	9	BN 9200 thru BN 9208, both inclusive
<u>Group B Equipment</u>		
GP 39-2 Locomotives	4	BN 2826, BN 2827, BN 2829, and BN 2832
GP 40-2 Locomotives	4	BN 3517, BN 3521 BN 3522, BN 352
<u>Group C Equipment</u>		
	None	
<u>Group D Equipment</u>		
New Bi-Level Auto Racks	100	BN 20210 thru BN 20309, both inclusive

Interstate Commerce Commission
Washington, D.C. 20423

12/29/89

OFFICE OF THE SECRETARY

David P. Graybeal
Thelen, Marrin, Johnson & Bridges
70 East 55th St
New York, N.Y. 10022-3222

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 12/29/89 at 12:35pm, and assigned recordation number(s). 16621-D & 16621-E

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16621-D
RECORDATION NO. 16621-D
FILED 1425

DEC 29 1989 -12 35 PM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 2

Dated as of December 31, 1989

between

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly
provided herein but solely as Owner Trustee under each of
BN Trust No. 89-1, BN Trust No. 89-2, BN Trust No. 89-3,
BN Trust No. 89-4 and BN Trust No. 89-5 Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY Lessee

CERTAIN RIGHTS, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, 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 MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A SECURITY AGREEMENT AND TRUST INDENTURE DATED AS OF NOVEMBER 1, 1989 BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. 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 MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303
ON _____, 1989 AT _____ .M.
RECORDATION NUMBER _____

LEASE SUPPLEMENT NO. 2 FOR EACH OF
BN TRUST NO. 89-1, BN TRUST NO. 89-2,
BN TRUST NO. 89-3, BN TRUST NO. 89-4
and BN TRUST NO. 89-5

LEASE SUPPLEMENT NO. 2 dated as of December 31, 1989 (this "Supplement") between First Security Bank of Utah, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee (the "Lessor") under each of BN Trust No. 89-1, BN Trust No. 89-2, BN Trust No. 89-3, BN Trust No. 89-4 and BN Trust No. 89-5, 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 have heretofore entered into that certain Equipment Lease Agreement dated as of November 1, 1989 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease;

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, the Lessor and the Lessee hereby agree as follows:

1. The 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 Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. The 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 \$21,530,400.00 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 7 and 8 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 Lease is hereby amended as provided in Schedule 2 hereto.

8. 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.

9. 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 "Lease Agreement dated as of November 1, 1989", the "Lease dated as of November 1, 1989" or the "Equipment Lease Agreement dated as of November 1, 1989," 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.

10. 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.

11. 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.

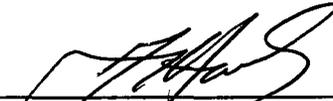
12. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

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 under each of
BN Trust No. 89-1, BN Trust No. 89-2,
BN Trust No. 89-3, BN Trust No. 89-4
and BN Trust No. 89-5

By:


Name: Greg A. Hawley
Title: Trust Officer

Lessee:

BURLINGTON NORTHERN RAILROAD
COMPANY

By:

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

Receipt of the original
counterpart of the foregoing
Lease Supplement No. ___ is
hereby acknowledged this
_____ day of _____, 19__.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Indenture Trustee

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: FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
not in its individual capacity except
as otherwise expressly provided but
solely as Owner Trustee under each of
BN Trust No. 89-1, BN Trust No. 89-2,
BN Trust No. 89-3, BN Trust No. 89-4
and BN Trust No. 89-5

By: _____
Name:
Title:

Lessee: BURLINGTON NORTHERN RAILROAD
COMPANY

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

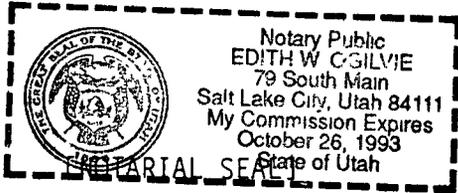
Receipt of the original
counterpart of the foregoing
Lease Supplement No. ___ is
hereby acknowledged this
_____ day of _____, 19__.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Indenture Trustee

By: _____
Name:
Title:

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

On this 15th day of December, 1989, before me personally appeared Greg A. Hawley, to me personally known, who being duly sworn, says that he is a Trust Officer of First Security Bank of Utah, National Association, that said instrument was signed on December 15, 1989 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.



Edith W Gilvie
Notary Public

My Commission Expires:

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 19___, 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 _____, 19___ 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.

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

Schedule 1

<u>Size and Type of Equipment</u>	<u>Number of Units</u>	<u>Reporting Marks</u>
<u>Group A Equipment</u>		
New 3800 HP Model SD-60M Locomotives	9	BN 9200 thru BN 9208, both inclusive
<u>Group B Equipment</u>		
GP 39-2 Locomotives	4	BN 2826, BN 2827, BN 2829, and BN 2832
GP 40-2 Locomotives	4	<i>BN 3517, BN 3521 BN 3522, BN 3523</i>
<u>Group C Equipment</u>	None	
<u>Group D Equipment</u>		
New Bi-Level Auto Racks	100	BN 20210 thru BN 20309, both inclusive

Schedule 2

Section 2.1 of the Lease is hereby amended to include the following subsection 2.1(c):

"(c) Additional Supplemental Rent. Lessee shall pay as Supplemental Rent, to the extent not paid by the Lessor pursuant to Section 2.1(c) of the Participation Agreement, on each Payment Date during the three (3) year period commencing on the Basic Term Commencement Date, an amount, if any, equal to the amounts agreed to be paid by the Lessor pursuant to Section 2.1(c) of the Participation Agreement and not so paid. The Lessor agrees to give notice to the Lessee and the Indenture Trustee at least five (5) Business Days prior to any such Payment Date if the funds for the payment required to be made by the Deferred Equity Owner Participant pursuant to Section 2.1(c) of the Participation Agreement will not be paid by the Lessor to the Indenture Trustee in an amount equal to the amount required to be paid pursuant to Section 2.1(c) of the Participation Agreement. If and to the extent that the Indenture Trustee on any such Payment Date shall not have received funds for the payment in full of the amounts then due on the Loan Certificates, the Lessee shall pay on such date all or such portion of such amount as shall remain unpaid, and the Lessee may offset, on the date when the Rent payments referred to below become due, an amount equal to the amount required to be paid pursuant to such Section 2.1(c) of the Participation Agreement which amount, or portion thereof, had been actually paid by Lessee on behalf of the Lessor, plus interest on such amounts, which shall accrue from the date of payment of such amounts by the Lessee to the date of offset at an annual rate (computed on the basis of a 365-day year for the actual number of days elapsed) equal to the Prime Rate plus 5% (or at the highest rate permitted by applicable law, whichever is less), against that portion of Basic Rent, Stipulated Loss Value, Termination Value or any amount payable to such Deferred Equity Owner Participant or the Lessor with respect to any Trust beneficially owned by such Deferred Equity Owner Participant pursuant to Section 20.2 or Section 11 of the Lease, due in excess of the amount, if any, of principal and interest then due on the Loan Certificates, and against any other Supplemental Rent due by the Lessee solely to such Deferred Equity Owner Participant and in each case, such offset shall be deemed to constitute a reduction in the amount of such Rent so payable."