

RECORDATION NO. 8759-H, I FILED 1996

DEC 18 1996 1:12 PM

DONELAN, CLEARY, WOOD & MASER, P.C.

ATTORNEYS AND COUNSELORS AT LAW
SUITE 750
1100 NEW YORK AVENUE, N.W.
WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

TELECOPIER: (202) 371-0900

December 18, 1996

RECORDATION NOS. 8759-H AND 8759-I

Dear Mr. Williams:

On behalf of LPCA Corporation, I submit for filing and recording under 49 U.S.C. § 11301(a) and the regulations applicable thereunder, executed counterparts of two secondary documents, not previously recorded.

1. The first document (to be recorded under Recordation No. 8759-H) is entitled Amendment No. 2 to Lease of Railroad Equipment ("Amendment"), dated as of December 17, 1996 and the parties thereto are as follows:

First Security Bank, National Association - LESSOR
f/k/a First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Burlington Northern Railroad Company - LESSEE
f/k/a Burlington Northern Inc.
2nd Floor
1700 East Gold Road
Schaumburg, Illinois 60173-5860

The said Amendment, among other things, acts to add and take out units subject to the Lease of Railroad Equipment under Recordation No. 8759-B and the Amendment should be recorded as "-H" under the same Recordation No. 8759.

The equipment covered by the instant Amendment is 34 Model C-30-7 locomotives, BN5510-5529, 5530-5531 and 5533-5544.

A short summary of the Amendment to appear in the Surface Transportation Board Index is as follows:

"Amends Lease of Railroad Equipment under Recordation No. 8759-B whereby covers only 34 Model C-30-7 locomotives."

2. The second document (to be recorded under Recordation No. 8759-I) is entitled Disclaimer of Ownership ("Disclaimer") dated as of December 17, 1996 and the party thereto is as follows:

DEC 18 1 32 PM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

Counterpart - OAK Harbor

DONELAN, CLEARY, WOOD & MASER, P.C.

Letter to Mr. Williams
Page 2
December 17, 1996

LPCA Corporation
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

- DISCLAIMING PARTY

The aforesaid Disclaimer is in the nature of a public disclaimer and renouncement of all current and present interest of LPCA Corporation in, by and under the Assignment and Assumption Agreement under 8759-F.

The equipment covered by the aforesaid Disclaimer is the equipment covered by the Assignment and Assumption Agreement under 8759-F.

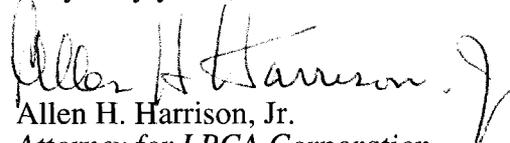
A short summary of the Disclaimer to appear in the Surface Transportation Board Index is as follows:

“Disclaimer by LPCA Corporation of all current interest transferred to it under the Assignment and Assumption Agreement under 8759-F.”

Enclosed is a check in the amount of forty-two dollars (\$42.00) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
*Attorney for LPCA Corporation
for the purpose of this filing.*

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8397-020

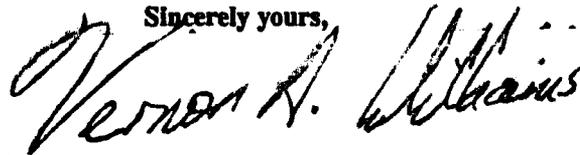
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

Allen H. Harrison, JR.
Donelan, Cleary, Wood & Maser, P.C.
1100 New York Avenue, N.W.
Suite 750
Washington, D.C. 20005-3934

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 12-18-96 at 1:15 PM, and assigned recordation number(s). 8759-II and I, 9026-C and 9026-H.

Sincerely yours,



Vernon A. Williams
Secretary

Enclosure(s)

\$ ~~88.00~~ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



8759-H

RECORDATION NO. 8759-H FILED 1402

DEC 18 1996 - 1 15 PM

AMENDMENT NO. 2 TO LEASE OF RAILROAD EQUIPMENT

THIS AMENDMENT NO. 2 TO LEASE OF RAILROAD EQUIPMENT (this "Amendment No. 2"), dated as of December 17, 1996, is made by and between FIRST SECURITY BANK, NATIONAL ASSOCIATION, formerly known as First Security Bank of Utah, National Association, not in its individual capacity but solely as the Owner-Trustee under the 1976 Trust Agreement defined below and the 1976 Lease defined below (the "1976 Owner-Trustee"), and BURLINGTON NORTHERN RAILROAD COMPANY, formerly known as Burlington Northern Inc., as Lessee ("Lessee").

Recitals

A The 1976 Owner-Trustee and Lessee are parties to a certain Lease of Railroad Equipment dated as of December 30, 1976 (the "Original Lease"), as amended pursuant to that certain Amendment No. 1 to Lease of Railroad Equipment dated as of February 15, 1996 ("Amendment No. 1"). The Original Lease, as amended pursuant to Amendment No. 1, is referred to herein as the "1976 Lease".

B. LPCA is the sole owner of the beneficial interest in the Trust Estate (herein, the "1976 Trust Estate") created pursuant to, and as defined in, that certain Trust Agreement dated as of December 30, 1976 (the "1976 Trust Agreement") among Borg-Warner Leasing Corporation and Westinghouse Credit Corporation, as Owners, and Lessor, as the Owner-Trustee. The Units leased to Lessee pursuant to the 1976 Lease are part of the 1976 Trust Estate.

C. LPCA is also the sole owner of the beneficial interest in the Trust Estate (herein, the "1977 Trust Estate") created pursuant to, and as defined in, that certain Trust Agreement dated as of September 1, 1977 (the "1977 Trust Agreement") among BWL, Inc., Westinghouse Credit Corporation and Toy National Bank, as Owners, and First Security Bank, National Association, formerly known as First Security Bank of Utah, National Association, not in its individual capacity but solely as Owner-Trustee (herein, the "1977 Owner-Trustee"). The railroad equipment which comprises the 1977 Trust Estate is subject to that certain Lease of Railroad Equipment dated as of September 1, 1977, as amended pursuant to Amendment No. 1 to Lease of Railroad Equipment dated as of February 15, 1996 (as so amended, the "1977 Lease") between Lessee and the 1977 Owner-Trustee.

D. The 1976 Owner-Trustee, at the request of LPCA, desires to remove certain Units from the 1976 Lease and transfer such Units to the 1977 Lease and to add to the 1976 Lease certain railroad equipment from the 1977 Lease, in conjunction with the sale by LPCA to ATEL Leasing Corporation of all of its beneficial interest in the 1976 Trust Estate (the "Sale").

E. Lessee desires to cooperate with the transactions proposed by the 1976 Owner-Trustee and LPCA, all as herein set forth.

NOW THEREFORE, the parties hereto agree to amend the 1976 Lease in accordance with the following terms and conditions:

1. Definitions. Unless otherwise set forth herein, capitalized terms used herein shall have the same meanings given such terms in the 1976 Lease.

2. Amendments.

(a) The locomotives set forth on Schedule 1 hereto, which are presently in the possession of Lessee as locomotives leased to Lessee pursuant to the 1977 Lease, shall hereafter become Units subject to the 1976 Lease, pursuant to a Bill of Sale dated as of the date hereof delivered by the 1977 Owner Trustee to the 1976 Owner Trustee and this Amendment, as if such Units had been subject to each and every provision of the 1976 Lease since first received by Lessee under the 1977 Lease.

(b) The locomotives set forth on Schedule 2 hereto, which are presently Units under the 1976 Lease, shall hereafter be subject to the 1977 Lease, pursuant to a Bill of Sale dated as of the date hereof delivered by the 1976 Owner Trustee to the 1977 Owner Trustee and an amendment to the 1977 Lease to be entered into by Lessee and the 1977 Owner-Trustee simultaneously with this Amendment (the "1977 Lease Amendment"), as if such locomotives had been subject to each and every provision of the 1977 Lease since first received by Lessee under the 1976 Lease, assuming the 1977 Lease had been in effect at such time.

(c) Immediately following the execution of this Amendment and the 1977 Lease Amendment and delivery of the executed Bills of Sale referred to in the preceding clauses (a) and (b), the locomotives leased to Lessee pursuant to the 1976 Lease, as amended by this Amendment, shall be the locomotives set forth on Appendix A hereto.

(d) Appendix A to the 1976 Lease is hereby deleted and replaced by Appendix A hereto.

(e) The last paragraph of Section 11 Maintenance and all of Exhibit B, both of which were added to the 1976 Lease by Section 6 of Amendment No. 1, are hereby deleted.

3. Representations of Lessee. Lessee represents to the 1976 Owner-Trustee that the 1976 Lease is in full force and effect. There is or has been no Event of Default under the 1976 Lease nor has Lessee given or, to Lessee's knowledge, received, written notice of any event which with the passage of time would result in an Event of Default.

4. Effectiveness. The amendments set forth in Section 2 hereof and the representations of Lessee in Section 3 hereof shall become effective as of the closing of

the Sale.

5. Full Force and Effect. Except as otherwise expressly set forth in this Amendment No. 2, the 1976 Lease shall continue in full force and effect.

7. Counterparts. This Amendment may be executed in counterparts each of which will constitute an original and all of which when taken together will constitute one and the same Amendment No. 2.

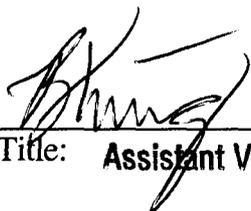
8. Governing Law. This Amendment No. 2 shall be governed by the laws of the State of Minnesota.

9. No Class II Overhauls. Notwithstanding anything to the contrary set forth in the 1976 Lease, as amended by this Amendment No. 2, including without limitation the return conditions for the Units set forth in Section 17 of the 1976 Lease, as amended by this Amendment No. 2, which shall otherwise remain in full force and effect, Lessee shall not be required to perform an overhaul on any Unit leased under the 1976 Lease, as amended by this Amendment No. 2.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date first above written.

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

By: 
Title: Assistant Vice President

BURLINGTON NORTHERN RAILROAD COMPANY

By: _____
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date first above written.

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

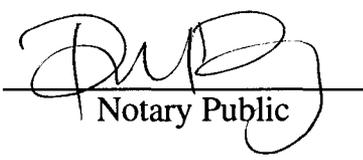
By: _____
Title:

BURLINGTON NORTHERN RAILROAD COMPANY

By: 
Title:
PAUL J. WEYANDT
Assistant Vice President - Finance

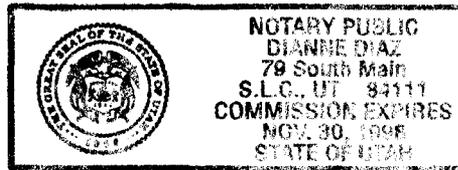
STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On this 13th day of December, 1996, before me personally appeared Brett R. King, to me personally known, who being by me duly sworn, says that he/she is a Asst. Vice President of First Security Bank, National Association, that the foregoing instrument was signed and sealed on behalf of said banking association 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 banking association.



Notary Public

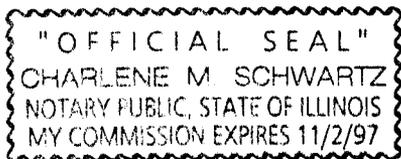
[Notarial Seal]



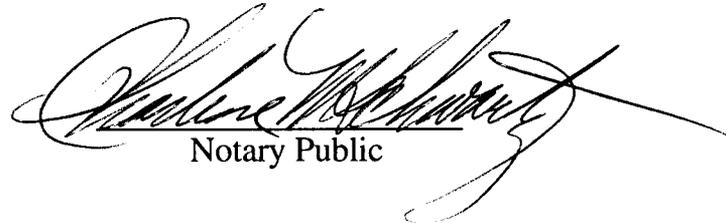
My Commission expires _____.

STATE OF Illinois)
COUNTY OF Cook) SS.:

On this 13th day of December, 1996, before me personally appeared Paul J. Weyandt, to me personally known, who being by me duly sworn, says that he/she is a VP-Finance of Burlington Northern Railroad Company, that the foregoing instrument was signed and sealed 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.



[Notarial Seal]


Notary Public

My Commission expires 11-2-97.

SCHEDULE 1
to Amendment No. 2

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Road Numbers</u> |
|-------------|----------------|-----------------|----------------------------|
| C-30-7 | GE | 14 | BN 5530-5531, 5533-5544 |

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SCHEDULE 2
to Amendment No. 2

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Road Numbers</u> |
|-------------|----------------|-----------------|--|
| SD 40-2 | EMD | 39 | BN 6773-6780, 7800-7819, 7830-7831, 8000-8008 (BN 7800-7819 and 7830-7831 formerly marked C&S 930-949 and 960-961) |

APPENDIX A
to Amendment No. 2 and Lease

| <u>Type</u> | <u>Quantity</u> | <u>Lessee's Road Numbers (Both Inclusive)</u> |
|-----------------------|-----------------|---|
| 3,000 hp Model C-30-7 | 34 | BN 5510-5529, 5530-5531, 5533-5544 |

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