

United States Leasing
International, Inc.



633 Battery Street
San Francisco, California 94111
(415) 445-7400

January 23, 1981

RECORDATION NO. 6030-A Filed 1425

Secretary
Interstate Commerce Commission
Room 2303
Washington, D.C. 20423

JAN 27 1981 -2 15 PM
INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for recordation under provisions of Section 11303 (formerly Section 20C) of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Release which is a supplement to a Chattel Mortgage and Security Agreement dated as of December 19, 1968, which Agreement was recorded under provisions of such Section on December 19, 1968 and bears Recordation Number 6030.

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

MORTGAGOR: D.E. Mundell and Ben Maushardt,
Trustees under a Trust Agreement
dated as of November 13, 1968
633 Battery Street
San Francisco, CA 94111

MORTGAGEE: The Northwestern Mutual Life
Insurance Company
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

The general description of the equipment covered by the Release is as shown in Exhibit A thereto.

The undersigned is an Executive Officer of the Agent of the Trust established under the aforementioned Trust Agreement, and has knowledge of the matters set forth herein.

Please return the recorded original of the enclosed Release to Mrs. Desa Wakeman, United States Leasing International, Inc., 633 Battery Street, San Francisco, California 94111.

January 23, 1981
Secretary
Page 2

Also enclosed is a remittance in the amount of \$10.00 covering the required recording fee.

Very truly yours,

UNITED STATES LEASING INTERNATIONAL,
INC., Agent for D. E. Mundell and
Ben Maushardt, Trustees under a
Trust Agreement dated as of
November 13, 1968

By *Alice Wakeman*

Executed in 7 Counterparts of
which this is Counterpart No. 4.

GREAT NORTHERN RAILWAY THIRD EQUIPMENT TRUST OF 1968

Supplemental Lease of Equipment

AGREEMENT dated as of the 19th day of September, 1972,
between FIRST NATIONAL CITY BANK, a national banking
association duly organized and existing under the laws of the
United States of America (hereinafter called the "Trustee"),
party of the first part, and BURLINGTON NORTHERN INC.
(successor by merger effective March 2, 1970, to Great Northern
Railway Company), a corporation duly organized and
existing under the laws of the State of Delaware (said
companies collectively called the "Company"), party of the
second part,

WHEREAS, by a certain Agreement dated as of
December 1, 1968, executed by Burlington Equipment Company,
Vendor, First National City Bank, Trustee, and the Company,
there was established "Great Northern Railway Third Equipment
Trust of 1968;" and

WHEREAS, by the terms of a certain Lease of rail-
road equipment dated the 1st day of December, 1968, between
the parties hereto, the Trustee did lease to the Company
the railroad equipment described on page three of said Lease,
and

WHEREAS, certain of the cars included in the rail-
road equipment so described have been destroyed by accident
and the Company pursuant to ARTICLE SEVENTH of said Lease,

RECORDATION NO. 6032-B
NOV 6 1972 1 33 PM
FILED & RECORDED

pending replacement of such destroyed equipment, has deposited, in cash, with the Trustee the fair value as of the date of destruction of the Trust Equipment destroyed, and

WHEREAS, pursuant to the provisions of said Agreement and Lease, there is being transferred to the Trustee, for replacement purposes, title to two (2) 95-ton airslide covered hopper cars bearing Burlington Northern Road Nos. 413309 and 413310 which are to be delivered to the Company as part of the equipment included in said Trust, and

WHEREAS, pursuant to said ARTICLE SEVENTH of said Lease, the parties desire to subject said 95-ton airslide covered hopper cars to the terms and conditions of said Lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of ARTICLE SEVENTH of said Lease of railroad equipment dated the 1st day of December, 1968, the Trustee has let and leased, and does hereby let and lease, to the Company said two (2) 95-ton airslide covered hopper cars bearing Burlington Northern Road Nos. 413309 and 413310, under and subject to all the terms and conditions of said Lease of railroad equipment dated the 1st day of December, 1968, and the Company does hereby agree to accept delivery and possession of said 95-ton airslide covered hopper cars thereunder.

2. Said cars numbered 413309 and 413310 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been so delivered to the Company simultaneously

with the execution and delivery of said Lease, and shall be subject to all the terms and conditions of that certain Agreement dated December 1, 1968, among Burlington Equipment Company, Vendor, First National City Bank, Trustee, and Great Northern Railway Company, annexed to and made a part of said Lease.

3. It is understood and agree that except as otherwise provided in said Lease dated December 1, 1968, the title to and ownership of said cars Nos. 413309 and 413310 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

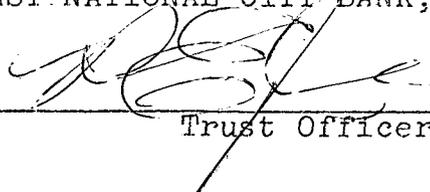
5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names

and their respective corporate seals to be affixed hereto
and attested, as of the day and year first above written.

FIRST NATIONAL CITY BANK, as Trustee

(SEAL)

By 

Trust Officer

ATTEST:


Associate Trust Officer

BURLINGTON NORTHERN INC.

(SEAL)

By 

Vice President

ATTEST:


Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 17th day of October, 1972, before me personally appeared RALPH E. JOHNSON, to me personally known, who being by me duly sworn, says that he is a Trust Officer of First National City Bank, that the seal affixed to the foregoing instrument is the corporate seal of said association; that said instrument was signed and sealed on behalf of said 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 association.

(SEAL)



CAMILLE KLEINSTEUBER
Notary Public, State of New York
No. 24-2145660
Qualified in Kings County
Certificate filed in New York County
Certificate filed in Richmond County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1973

