



BURLINGTON NORTHERN

LAW DEPARTMENT

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

Enclosed for filing, pursuant to Section 20c of the Interstate Commerce Act, are three counterparts of a Supplemental Agreement dated October 1, 1979, supplementing Great Northern Railway Second Equipment Trust of 1965.

A general description of the equipment covered by the enclosed Supplemental Agreement is as follows: 30' Wide Vision All Steel Caboose Car, PACCAR Inc., Builder, road No. BN 12291.

The lease constituting Great Northern Railway Second Equipment Trust of 1965 was recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 28, 1975 and was assigned recordation No. 7934.

The names and addresses of the parties to the supplemental agreement supplementing the above equipment trust are as follows:

Citibank, N.A. (formerly First National City Bank), Trustee, Lessor, whose address is 111 Wall Street, New York, New York 10015

Burlington Northern Inc., Lessee the address of which is 176 East Fifth Street, St. Paul, Minnesota 55101

Also enclosed is a check in the amount of \$10.00 payable to you as Secretary of the Commission covering the cost of recording the attached supplemental agreement.

Please stamp one counterpart with the recordation data of

RECORDATION NO. 7934-2 Filed 1425

OCT 29 1979-2 30 PM

INTERSTATE COMMERCE COMMISSION

No. 9-302AC45

Date OCT 29 1979 176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

Fee \$ 10.00

ICC Washington, D.C. October 25, 1979

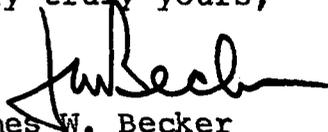
Three counterparts

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OCT 29 1 52 PM '79
I.C.C.
FEE OPERATION DIV.

Office of the Secretary
October 25, 1979
Page Two

the Commission and return it to the bearer of this letter,
Mrs. Carolyn H. Kunkel, Kunkel Transportation Services,
Inc., Pennsylvania Building, Suite 523, 435 - 13th Street,
N.W., Washington, D.C. 20004.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Becker", written over the typed name.

James W. Becker
Assistant General Solicitor

JWB:bk

Enclosures

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

RECORDATION NO. 7934-1 Filed 1425

OCT 29 1979 - 2 30 PM

GREAT NORTHERN RAILWAY
SECOND EQUIPMENT TRUST OF 1965
INTERSTATE COMMERCE COMMISSION

Supplemental Agreement

AGREEMENT dated as of the 1st day of October, 1979, between CITIBANK, N.A., a national banking association incorporated 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 Equipment Trust Agreement dated as of April 15, 1965, (hereinafter called the "Agreement"), executed by First National City Bank (now named CITIBANK, N.A.), Trustee, and the Company, there was established "Great Northern Railway Second Equipment Trust of 1965"; and

WHEREAS, by the terms of a certain Lease of Railroad Equipment dated the 15th day of April, 1965, between the parties hereto, the Trustee did lease to the Company the railroad equipment described on page 3 of said Lease; and

WHEREAS, certain of the cars included in the railroad equipment so described have been destroyed by accident and the Company pursuant to Article Seventh of said Lease, 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, the Trustee, at the request of the Company, using the cash so deposited by the Company to the extent that the same is sufficient for that purpose, has purchased from PACCAR Inc. for replacement of said destroyed equipment one (1) 30' Wide Vision All Steel Caboose Car bearing road No. BN 12291; and

WHEREAS, pursuant to said Article Seventh of said Lease, the parties desire to subject said 30' Wide Vision All Steel Caboose Car 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 15th day of April, 1965, the Trustee has let and leased, and does let and lease, to the Company said one (1) 30' Wide Vision All Steel Caboose Car bearing road No. BN 12291, under and subject to all the terms and conditions of said Lease of Railroad Equipment dated the 15th day of April, 1965, and the Company does hereby agree to accept delivery and possession of said steel caboose thereunder.

2. Said car numbered BN 12291 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Agreement in all respects as if the same had

been so delivered to the Company simultaneously with the execution and delivery of said Agreement, and shall be subject to all the terms and conditions of said Agreement.

3. It is understood and agreed that except as otherwise provided in said Agreement dated as of April 15, 1965, the title to and ownership of said Burlington Northern car numbered BN 12291 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 Agreement 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 Agreement 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 Agreement 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,

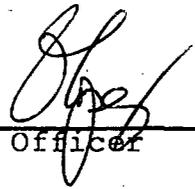
as of the day and year first above written.

CITIBANK, N.A., as Trustee

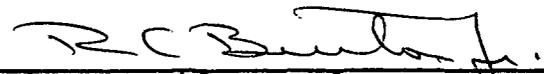
By 
Senior Trust Officer

(SEAL)

ATTEST:


Trust Officer

BURLINGTON NORTHEPN INC.

By 
Vice President and Treasurer

(SEAL)

ATTEST:


Assistant Secretary

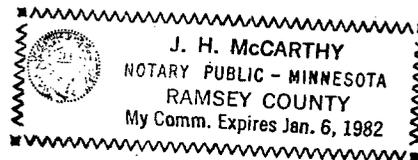
STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this *9th* day of *October*, 1979, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn says that he is Vice President and Treasurer of BURLINGTON NORTHERN INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed 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.

J. H. McCarthy

Notary Public

(SEAL)



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

On this 19th day of OCTOBER, 1979, before me personally appeared RALPH E. JOHNSON, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., 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.

Alice H. Shaw
Notary Public

(SEAL)

ALICE H. SHAW
Notary Public, State of New York
No. 24-4646218
Qualified in Kings County
Cert. filed in New York County
Term Expires March 30, 1981.