

BURLINGTON NORTHERN INC.

RECORDATION NO. 6032-F Filed 1425

October 15, 1984

OCT 19 1984 2 05 PM

INTERSTATE COMMERCE COMMISSION

4-293A130

James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. _____
Date OCT 19 1984

Fee \$ 10.00

ICC OFFICE OF
THE SECRETARY
OCT 19 1 53 PM '84
MOTOR OPERATING UNIT

Dear Secretary Bayne:

ICC Washington, D.C.

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act are three counterparts of the Bill of Sale by which all right, title and interest in and to the presently existing equipment covered by the Great Northern Railway Third Equipment Trust of 1968 is conveyed to Burlington Northern Railroad Company.

The Agreement constituting the above Equipment Trust was recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act and assigned recordation numbers as follows:

Great Northern Railway Third Equipment Trust of 1968 dated as of December 1, 1968 with Burlington Equipment Company as builder was recorded with the Interstate Commerce Commission on December 19, 1968 - ICC Recordation No. 6032.

A general description of the equipment covered by the enclosed Bill of Sale is described in Schedule "A" of said document.

The names and addresses of the parties to this transaction are:

Citibank, N.A.
Corporate Trust Department
5 Hanover Square
New York, NY 10043

Burlington Northern Railroad Company
3800 Continental Plaza
777 Main Street
Ft. Worth, TX 76102

The \$10.00 recordation fee for your services is enclosed.

Handwritten signature/initials on the left margin.

Letter to Secretary Bayne
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Please stamp the enclosed copy of this letter and two counterparts of the agreement with the recordation data of the Commission and return it to the bearer of this letter:

Mr. Greg Rhoads
Kunkel Transportation Services, Inc.
Pennsylvania Building, Suite 523
425 - 13th Street, N.W.
Washington, D.C.

Very truly yours,



Deborah Blucher
Secretary to the
Law Department
(206) 467-3869

Enclosures

DSB:db

SUPPLEMENTAL AGREEMENT dated as of October 1, 1971, between MANUFACTURERS HANOVER TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, as Trustee (hereinafter called the "Trustee"), and TRAILER TRAIN COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by Equipment Trust Agreement, Series 20, dated as of November 15, 1968, between the Trustee and the Company, (said Equipment Trust Agreement hereinafter called the "Trust Agreement"), which was recorded with the Interstate Commerce Commission on December 20, 1968, pursuant to Section 20c, of the Interstate Commerce Act, financing was provided for the equipment set forth therein;

WHEREAS, by Supplemental Equipment Trust Agreement, dated as of August 1, 1969, said Trust Agreement was amended, supplemented and recorded with the Interstate Commerce Commission on December 4, 1969, pursuant to Section 20c of the Interstate Commerce Act;

WHEREAS, the equipment described in Schedule A attached hereto has been declared destroyed (said equipment hereinafter called "Destroyed Equipment");

WHEREAS, the Company desires to purchase the equipment described in Schedule B attached hereto (hereinafter called "Substituted Equipment") as provided in Section 4.06 of the Trust Agreement;

NOW THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

Title to the Destroyed Equipment is hereby assigned and transferred to the Company by the Trustee and is no longer subject to the terms and conditions of the Trust Agreement.

The Substituted Equipment is hereby subject to the terms and conditions of

INTERSTATE COMMERCE COMMISSION

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the Trust Agreement in compliance with Section 4.03 thereof.

Except as herein amended, the Trust Agreement remains in full force and effect.

The company will cause this Supplemental Agreement to be recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

This Supplemental Agreement will be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

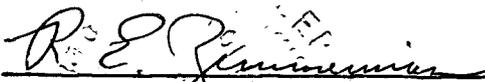
IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

Attest:



ASSISTANT SECRETARY

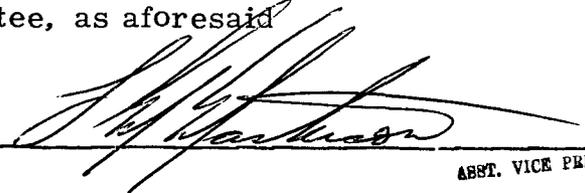
Attest:



Assistant Secretary

MANUFACTURERS HANOVER TRUST COMPANY,
Trustee, as aforesaid

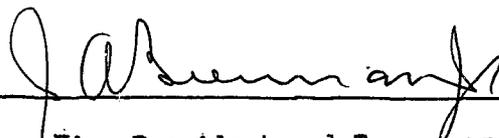
BY



ASST. VICE PRESIDENT

TRAILER TRAIN COMPANY

BY



Vice President and Treasurer

CITY OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this *12th* day of *OCTOBER* 1971, before me
personally appeared *L. M. MASTERSON*, to me personally
known, who, being by me duly sworn, says that he is

ASST. VICE PRESIDENT

of Manufacturers Hanover

Trust Company, that one of the seals 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.

JAN E PISTEK
Notary Public

JAN E. PISTEK
Notary Public, State of New York
No. 43-8382972
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1972

STATE OF ILLINOIS (
 (ss
 COUNTY OF COOK (

On this 1st day of October, 1971, before me personally appeared, J. A. Brennan, Jr., to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of Trailer Train Company, 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.




SCHEDULE A

<u>Type</u>	<u>Car Number</u>	<u>Value</u>
89'4" Standard Flat Car	156144	\$15,830.67
89'4" Standard Flat Car	975121	16,632.49
89'4" Standard Flat Car	975106	15,648.27
Hydraulic Draft Gear		18,029.16
Refunds		<u>1,354.73</u>
		\$67,495.32

SCHEDULE B

<u>Type</u>	<u>Quantity</u>	<u>Company's Car Number</u>
89'4" Standard Flat Cars, without components except hydraulic draft gears and couplers	4	963895 963896 963897 963898