



**BURLINGTON NORTHERN RAILROAD**

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LAW DEPARTMENT

**9-032A157**

3800 Continental Plaza  
777 Main Street  
Ft. Worth, Texas 76102  
(817) 878-2385

Docket No. F 71800

FEDERAL EXPRESS

January 31, 1989

*7059-C*  
FEB 1 1989 3 03 PM  
INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee, Recordations  
Interstate Commerce Commission  
Room 2303  
12th and Constitution Ave., N.W.  
Washington, D.C. 20423

Re: Document for Recordation: Bill of Sale to St. Louis-San Francisco Railway Company (now Burlington Northern Railroad Company) Conditional Sale Agreement, Dated as of May 1, 1973

Dear Ms. Lee:

I am enclosing two certified true copies of the document described below to be recorded pursuant to Section 11303, Title 49 of the United States Code.

The document to be recorded, a secondary document, is a Bill of Sale, dated September 6, 1988, by which all right, title and interest in and to the existing equipment covered by the St. Louis-San Francisco Railway Company (now Burlington Northern Railroad Company) Conditional Sale Agreement, dated as of May 1, 1973, is conveyed to Burlington Northern Railroad Company.

The Conditional Sale Agreement, the primary document to which the Bill of Sale is connected, was recorded with the Interstate Commerce Commission on June 13, 1973, and assigned Recordation No. 7059.

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

Agent: The Boatmen's National Bank of St. Louis  
100 North Broadway  
St. Louis, Missouri 63102

Owner: Burlington Northern Railroad Company  
3800 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

Ms. Mildred Lee, Recordations  
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A general description of the equipment covered by the enclosed Bill of Sale is shown on Annex A of said document.

A fee of \$13.00 is enclosed for recording the Bill of Sale. Please return any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index follows:

Bill of Sale, dated September 6, 1988, to the St. Louis-San Francisco Railway Company (now Burlington Northern Railroad Company) Conditional Sale Agreement (ICC Recordation No. 7059, June 13, 1973), conveying the equipment described on Annex A of said document.

Very truly yours,



Rebecca R. Martin  
Legal Assistant

RRM/ae,4  
Enclosures

7060-B  
RECORDATION NO. .... Filed & Recorded

FEB 17 1976 -2 15 PM

INTERSTATE COMMERCE COMMISSION

ILLINOIS CENTRAL GULF RAILROAD EQUIPMENT TRUST  
SERIES 5

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SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT  
Dated as of January 30, 1976

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BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Trustee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of January 30, 1976, by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor to Illinois Central Railroad Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company):

WHEREAS, in accordance with the provisions of a certain Equipment Trust Agreement, dated as of May 1, 1973 by and between the Trustee and the Company (hereinafter called the Agreement), certain railroad equipment (hereinafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Agreement constitutes Illinois Central Gulf Equipment Trust, Series 5; and

WHEREAS, sums paid to the Trustee (a) under the third full paragraph of Section 3.4 of Article III of the Agreement together with any deposited cash then held (b) under the second full paragraph of Section 4.9 of Article IV of the Agreement and (c) under the first full paragraph of Section 4.7 of Article IV of the Agreement shall be applied by the Trustee to the purchase of other railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more of the sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional railroad equipment (to replace, in part, other Trust Equipment), approved as to character by the Company, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained this Supplemental Equipment Trust Agreement WITNESSETH as follows:

#### ARTICLE I.

The Company does hereby cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee for

the owners of Illinois Central Gulf Equipment Trust certificates, Series 5, the Additional Trust Equipment described in ARTICLE II hereof. The Company will deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 3.1 of Article III of the said Agreement.

ARTICLE II.

The Trustee, acting in pursuance of the said Agreement, dated as of May 1, 1973, has let and leased and does hereby let and lease to the Company the following new standard gauge railroad equipment of Illinois Central Gulf Equipment Trust, Series 5 (herein collectively called the Additional Trust Equipment) to-wit:

<u>Units</u>	<u>Description</u>	<u>Total Cost</u>
26	New, all-Steel Cabooses, Nos. ICG 199318-199343 both inclusive, at \$39,941.16 each	\$1,038,470.16

ARTICLE III.

The equipment described in ARTICLE II replaces the units of railroad equipment described in Schedule A hereof which were originally let and leased under the Agreement but which have now been destroyed.

ARTICLE IV.

The Trustee and the Company covenant and agree that the lease of the Additional Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said Lease.

ARTICLE V.

The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE VI.

This Agreement may be simultaneously executed in any number of 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.







ILLINOIS CENTRAL GULF EQUIPMENT TRUST, SERIES 5  
CARS TO BE DELETED FROM TRUST  
SCHEDULE "A"

## 30 50-Ton 40' 6" Single Door Box Cars

Car Number	Destroyed	Fair Value
210634	5- 5-73	\$ 6,942
221000	11- 9-73	5,741
5	11- 5-74	5,540
28	1- 6-75	5,540
32	12-26-73	5,760
9	6-29-75	5,430
40	11- 9-73	5,796
6	4-12-75	5,485
54	2-28-74	5,760
89	10-28-74	5,613
106	8- 1-73	5,888
110	12-20-74	5,595
126	11- 9-73	5,833
9	10- 8-73	5,851
131	8- 6-73	5,888
303	4- 2-73	5,906
9	8- 7-70	6,493
338	9-20-73	5,870
346	7-25-74	5,686
422001	1- 3-74	5,815
6	5-24-73	5,943
20	4-30-75	5,540
9	11- 9-73	5,851
35	9-28-73	5,888
65	1-13-74	5,833
88	6-20-73	5,961
92	9-10-74	5,705
8	9-22-73	5,925
213	7-21-74	5,705
220	10-14-73	5,906
		<u>\$ 174,689</u>

21 50-Ton 40' 6" Single Door Box Cars  
with 4 "DF" Bolts

Car Number	Destroyed	Fair Value
400140	11- 9-73	\$ 7,070
9	8- 8-74	6,899
155	5- 1-75	6,728
166	6-28-74	6,942
181	7- 9-73	7,305
4	1- 5-74	7,177
207	4-23-74	7,113
10	1- 5-74	7,198
69	7- 5-74	7,155
85	2-19-75	7,006

21 50-Ton 40' 6" Single Door Box Cars  
with 4 "DF" Bolts (Cont'd)

Car Numbers	Destroyed	Fair Value
400404	2-10-74	\$ 7,027
8	1- 8-74	7,049
14	12-31-73	7,070
44	4-12-75	6,771
64	12-13-72	7,390
77	5-18-74	7,027
85	11- 9-74	6,920
93	9- 6-74	6,985
450007	8-23-73	6,985
59	1-12-74	6,942
316	3-10-74	<u>6,856</u>
		\$ 147,615

## 21 50-Ton 40' 6" Double Door Box Cars

Car Numbers	Destroyed	Fair Value
210601	10-23-73	\$ 6,680
2	1-10-74	6,658
6	8- 1-73	6,786
23	9-24-73	6,786
5	10-11-74	6,509
30	1-10-74	6,744
7	10- 5-73	6,808
42	2-27-74	6,722
4	9-25-73	6,829
5	12-26-73	6,765
53	11- 5-74	6,552
5	12-21-73	6,786
436001	2-10-74	6,744
2	2-24-74	6,744
6	10-26-73	6,829
8	6-26-74	6,658
9	5-13-73	6,957
24	7-20-73	6,936
8	12- 3-73	6,829
35	12-17-73	6,850
7	12-21-73	<u>6,850</u>

\$ 142,022

## 59 50-Ton 50' 6" Single Door Box Cars

Car Numbers	Destroyed	Fair Value
232041	10- 8-74	\$ 6,790
4	5-29-74	6,903
8	3-20-74	6,971
9	1-17-74	7,016
56	2-22-74	6,993

ILLINOIS CENTRAL GULF EQUIPMENT TRUST, SERIES 5  
CARS TO BE DELETED FROM TRUST  
SCHEDULE "A"

59 50-Ton 50' 6" Single Door Box Cars (Cont'd)      59 50-Ton 50' 6" Single Door Box Cars (End)

Car Number	Destroyed	Fair Value	Car Number	Destroyed	Fair Value
232072	12- 6-74	\$ 6,790-	523170	10- 8-74	\$ 7,491
7	1-21-74	7,038	256	6-28-74	7,672
9	3- 6-74	7,016	524104	6-14-75	7,174
82	1-29-74	7,038	32	7-27-73	7,717
3	8- 5-74	6,903	48	10- 4-73	7,672
4	8- 1-73	7,174	91	3-10-75	7,310
97	8- 2-73	7,174	244	6-18-74	7,581
105	2-18-74	7,038	51	3- 8-72	8,170
10	4-27-75	6,744	5	11-10-73	7,740
508	1-24-74	6,993	573949	3-18-74	7,717
13	8-29-74	6,835	574004	1-18-74	7,604
5	10-23-73	7,061	29	9- 5-75	7,333
9	9-19-73	7,084	144	7-29-73	<u>7,740</u>
20	6-28-74	6,880			\$ 423,820
3	3-28-74	6,948			
4	11- 5-74	6,790			
31	8-27-73	7,129			
43	3-20-74	6,971			
6	2-25-74	6,993			
8	11-10-73	7,084			
53	3-15-74	6,993			
7	2-13-74	7,016			
8	11- 8-74	6,812			
61	3-20-74	6,993			
3	1-19-74	7,038			
5	5-29-74	6,948			
71	5-23-73	7,152			
5	8- 1-73	7,174			
80	6-27-75	6,676			
1	7-31-75	6,654			
427026	2- 7-74	7,219			
36	9-27-73	7,333			
76	3-29-74	7,265			
517	4-28-75	6,857			
39	7-28-73	7,400			
42	10- 5-73	7,355			
53	12-19-73	7,310			
523000	7- 8-74	7,423			
78	12-12-73	7,649			
132	11-10-73	7,695			
44	4-17-74	7,581			

22 50-Ton 50' 6" Single Door Box Cars  
with 4 "DF" Bolts

525033	12-12-73	\$ 7,056
63	2-18-74	7,099
72	9-27-73	7,228
89	5- 9-74	7,099
93	1-29-74	7,185
108	5-16-74	7,120
15	9- 5-75	6,775
519	1-24-74	7,012
31	1-12-75	6,818
4	10- 9-73	7,142
49	7-13-74	7,012
82	12-19-73	7,207
4	8-14-73	7,293
95	3-22-74	7,163
604	10- 8-74	7,012
8	9- 1-74	7,056
15	3-31-75	6,905
20	6-26-74	7,099
575007	1-18-74	6,991
506	9- 5-75	6,581
77	3-28-75	6,883
97	5-15-73	<u>7,379</u>

\$ 155,115

SUMMARY:

30	50-Ton 40' 6" Single Door Box Cars	\$ 174,689
21	" " " " " " " "DF"	147,615
21	" " Double Door Box Cars	142,022
59	" 50' 6" Single Door Box Cars	423,820
22	" " " " " " "DF"	<u>155,115</u>
		<u>\$1,043,261</u>