

REGISTRATION NO. 15431-A

REGISTRATION NO. 15431 Filed 1425
DEC 29 1987

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REGISTRATION NO. 15431-B Filed 1425
DEC 29 1987

ALLEN H. HARRISON, JR.
DIRECT LINE (202)
663-6093

INTERSTATE COMMERCE COMMISSION
REGISTRATION NO. 15431-C Filed 1425

REGISTRATION NO. 15431-D Filed 1425

EUROPEAN OFFICE
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DEC 29 1987 December 29, 1987
INTERSTATE COMMERCE COMMISSION
INTERSTATE COMMERCE COMMISSION

50. filing fee

Burlington Northern Railroad Company
Electrical Power Purchase Financing
9.634% Secured Notes Due 1988-1998

7-383A000
DEC 29 1987
50.00

Counterparty -
A.H. Harrison

Dear Ms. McGee:

On behalf of the parties listed below, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, five enclosed executed counterparts each of five documents, not previously recorded, as listed below:

12:30 PM

New Number 15431

- 1. Trust Indenture and Security Agreement dated as of December 22, 1987, between The Connecticut Bank and Trust Company, National Association, as Indenture Trustee, and Meridian Trust Company, as Owner Trustee.
- A 2. Indenture Supplement dated December 29, 1987, of Meridian Trust Company, as Owner Trustee.
- B 3. Lease of Railroad Equipment dated as of December 22, 1987, between Meridian Trust Company, in its capacity as Owner Trustee as Lessor, and The Connecticut National Bank, in its capacity as LMX Trustee as Lessee.
- C 4. Lease Supplement No. 1 dated December 29, 1987, between Meridian Trust Company, in its capacity as Owner Trustee as Lessor, and The Connecticut National Bank, in its capacity as LMX Trustee as Lessee.
- D 5. Assignment of Electrical Power Purchase Agreement dated as of December 22, 1987, between The Connecticut National Bank, in its capacity as LMX Trustee as Lessee (Assignor) and Meridian Trust Company, as Owner Trustee (Assignee).

The names and addresses of the parties to the aforementioned documents are as follows:

DEC 29 12 26 PM '87
100 OFFICE OF
THE SECRETARY
MOTOR VEHICLE UNIT

1. Indenture Trustee:

The Connecticut Bank and Trust Company,
National Association,
One Constitution Plaza,
Hartford, Connecticut 06115.

2. LMX Trustee-Lessee-Assignor:

The Connecticut National Bank,
777 Main Street,
Hartford, Connecticut 06115.

3. Builder:

General Electric Company,
2901 East Lake Road,
Erie, Pennsylvania 16531.

4. Owner Trustee--Lessor-Assignee:

Meridian Trust Company,
35 North Sixth Street,
Reading, Pennsylvania 19601.

Please file and record the documents referred to in this letter and index them under each of the names of the aforementioned parties, remembering the Assignee, Meridian Trust Company, should be indexed under its own name with a cross reference to this filing.

The equipment covered by the afore-mentioned documents is listed on Exhibit A attached hereto. The equipment bears the legend "Ownership Subject to a Security Agreement Filed with The Interstate Commerce Commission".

A short summary of the documents to appear in the ICC Index is as follows:

"Covers 100 locomotives, LMX 8500-8599"

There is also enclosed a check for \$50 payable to the Interstate Commerce Commission, representing the fee for recording the enclosed documents.

Once the filing has been made, please return to bearer the stamped counterparts of the documents not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for the purpose
of this filing for the
above parties

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

DEC 29 1987

INDENTURE SUPPLEMENT INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT dated December 29, 1987 of MERIDIAN TRUST COMPANY, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement dated as of December 22, 1987 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

W I T N E S S E T H :

WHEREAS, the Trust Indenture and Security Agreement dated as of December 22, 1987 (herein called the "Indenture") between the Owner Trustee and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any replacement Equipment included in the Collateral, and shall specifically subject such Equipment or replacement Equipment, as the case may be, to a security interest in favor of the Indenture Trustee.

NOW, THEREFORE, This Supplement Witnesseth, that, in consideration of the premises and of the sum of Ten Dollars received by the Owner Trustee from the Indenture Trustee and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest and premium, if any, on the Notes according to their tenor and effect, without priority of any one Note or series thereof over any other such Note or series, and to secure the payment of all other Indebtedness and the performance and observance of all covenants and conditions in the Participation Agreement and the Lease and in the Notes and in the Indenture contained running in favor of the holders of the Notes or the Indenture Trustee, the Owner Trustee has granted and does hereby grant unto the Indenture Trustee, its successors and assigns, for the security and benefit of the holders of the Notes and the Indenture Trustee, in the trust created by the Indenture, a security interest in all of the right, title and interest of the Owner Trustee in, to and under the following described property:

| <u>Equipment</u> | <u>Builder</u> | <u>Quantity</u> | <u>Identifying Road Numbers (inclusive)</u> |
|--|--------------------------|-----------------|---|
| General Electric Model B39-8 diesel-electric locomotives | General Electric Company | 65 | 8500-8502, 8504-8539, and 8541-8566 |

together with all accessories, equipment, parts and appurtenances from time to time thereto belonging, owned by the Owner Trustee and appertaining or attached to said property, whether now owned or hereafter acquired by it.

Together with all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, to the extent the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted and does hereby grant, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the holders of the Notes and the Indenture Trustee, in the trust created by the Indenture, a security interest in all of the right, title and interest of the Owner Trustee in, to and under the Lease Supplement No. 1 of even date (other than Excepted Rights in Collateral, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the holders of the Notes and the Indenture Trustee for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part thereof, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

AND, FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in this Supplement and the aforesaid Lease Supplement has been delivered to the Owner Trustee and is included in the property of the Owner Trustee and covered by the lien of the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto authorized as of the day and year first above written.

MERIDIAN TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee
under the Trust Agreement

By 
Title: ASST VICE PRESIDENT

By its execution below, the Builder does hereby acknowledge receipt of payment in full of the Purchase Price of the Units of Equipment hereinabove described and does hereby RELEASE, RELINQUISH and REMISE the purchase money security interest retained by the Builder in such Units of Equipment under and pursuant to the Purchase Agreement. Furthermore, the Builder does hereby consent to and acknowledge the Owner Trustee's grant of a security interest in and to the Owner Trustee's right, title and interest in, to and under the Purchase Agreement pursuant to the within-described Indenture.

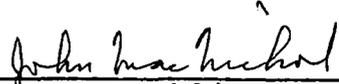
GENERAL ELECTRIC COMPANY

By 
Title:

W. Scott Butler
General Manager—Marketing
G.E. Transportation Systems

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

This 28th day of December, 1987, before me personally came Richard H. Babb to me personally known, who being by me duly sworn, did depose and say that he is an Assistant Vice President of MERIDIAN TRUST COMPANY, the Pennsylvania trust company described in and which executed the foregoing instrument; that he knows the seal of said Pennsylvania trust company; that the seal affixed to said instrument is such seal; that it was so affixed by authorization of the Board of Directors of said Pennsylvania trust company, and that he signed his name thereto by said authorization.



Notary Public

A24.R

JOHN MacNICHOL
Notary Public, State of New York
No. 44-2459900
Qualified in Rockland County
Certificate filed in New York County
Commission Expires June 3, 1989