



BURLINGTON NORTHERN INC.

RECORDATION NO. 5909-1 Filed 2425

JUL 29 1982 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Burlington Northern Inc. Equipment Trust of 1970,
Series 2

Dear Secretary Mergenovich:

Enclosed for filing pursuant to Section 11303 of the Inter-
state Commerce Act, are three counterparts of a Supplemental
Agreement dated July 15, 1982, supplementing the above-
entitled Trust.

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

Burlington Northern Inc. Equipment Trust of 1970,
Series 2 recorded with the Interstate Commerce
Commission on December 21, 1970 - ICC Recordation No.
5909

A general description of the equipment covered by the
enclosed Supplemental Agreement is as follows:

Three (3) 100-ton, 2,200 cubic foot Double Hopper Cars;
Portec, Inc., Rail Car Division, Builder; Road numbers
953888 through 953890, inclusive.

The names and addresses of the parties to the Supplemental
Agreement are as follows:

Continental Illinois National Bank and Trust Company of
Chicago
Corporate Trust Division
30 North LaSalle Street, 10th Floor
Chicago, IL 60606, Trustee

Burlington Northern Railroad Company
(formerly Burlington Northern Inc.)
176 E. Fifth Street
St. Paul, MN 55101

S. P. Rowell
Countersigned

Letter to Ms. Mergenovich
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The \$10.00 fee for your services is included in the enclosed check for \$20.00 which covers recordation of two separate Supplemental Agreements.

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:

Mrs. Carolyn Kunkel
Kunkel Transportation Services Inc.
Pennsylvania Building, Suite 523
425 - 13th Street, N.W.
Washington, D.C. 20004

Very truly yours,



Anne van Heusden
Office Manager
Law
(206) 625-6769

Enclosures

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Executed in 7 Counterparts of
which this is Counterpart No. 2 STATE COMMERCE COMMISSION

BURLINGTON NORTHERN EQUIPMENT TRUST OF 1970, SERIES 2

Supplemental Lease of Equipment

AGREEMENT dated as of the 15th day of July, 1982, between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 Railroad Company (formerly Burlington Northern Inc.), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part,

WHEREAS, by a certain Agreement dated as of December 15, 1970, executed by Burlington Equipment Company, Vendor, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and the Company, there was established "Burlington Northern Equipment Trust of 1970, Series 2"; and

WHEREAS, by the terms of a certain Lease of Railroad Equipment dated the 15th day of December, 1970, 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 railroad equipment so described have been destroyed by accident

and the Company pursuant to Article Seven 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, pursuant to the provisions of said Agreement and Lease, there is being transferred to the Trustee for replacement purposes, title to three (3) 100-ton, 2200 cubic foot Double Hopper Cars bearing Burlington Northern road Nos. BN 953888 through BN 953890 inclusive, which is to be delivered to the Company as part of the equipment included in said Trust; and

WHEREAS, pursuant to said Article Seven of said Lease, the parties desire to subject said 100-ton, 2200 cubic foot Double Hopper Cars to the terms and conditions of said lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Article Seven of said Lease of Railroad Equipment dated the 15th day of December, 1970, the Trustee has let and leased and does hereby let and lease, to the Company said three (3) 100-ton, 2200 cubic foot Double Hopper Cars bearing Burlington Northern road No. BN 953888 through 953890 inclusive, under and subject to all the terms and conditions of said Lease of Railroad Equipment dated the 15th day of December 1970, and the Company does hereby agree to accept delivery and possession of said 100-ton, 220 cubic foot Double Hopper Cars thereunder.

2. Said car Nos. BN 953888 through 953890, inclusive, 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 15, 1970, among Burlington Equipment Company, Vendor, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Burlington Northern Inc., annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated December 15, 1970, the title to and ownership of said car Nos. BN 953888 through 953890 inclusive, 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.

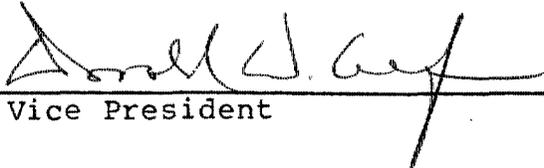
4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

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.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By 
Vice President

(SEAL)

ATTEST:

By 
Trust Officer

BURLINGTON NORTHERN RAILROAD COMPANY

By 
Vice President

(SEAL)

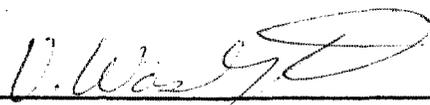
ATTEST:


Assistant Secretary



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 15th day of July 1982, before me personally appeared DONALD W. ALFVIN, to me personally known, who being by me duly sworn, says that he is a Vice President of Continental Illinois National Bank and Trust Company of Chicago, 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.



My Commission Expires July 2, 1984

(SEAL)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this *14th* day of July, 1982, before me personally appeared *J.B. Parrish* to me personally known, who being by me duly sworn, says that he is Vice President of Burlington Northern Railroad 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.

Gene Van Hensde

(SEAL)

