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INTERSTATE COMMERCE COMMISSION

April 2, 1986

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No.

Date APR 08 1986

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ICC Washington, D.C.

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COUNSEL

\*NOT ADMITTED IN NEW YORK

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

Enclosed are two originals and one photocopy of an Instrument of Resignation, Appointment and Acceptance, dated May 1, 1985 by and between Wells Fargo Bank, N.A. and Manufacturers Hanover Trust Company (the "Instrument"), to be recorded pursuant to Section 11303 of Title 49 of the United State Code.

The Instrument is a secondary document evidencing the resignation of Wells Fargo Bank as trustee under the Trust Agreement, dated as of September 15, 1974 between Burlington Northern, Inc., and Ohio Railway Company and Wells Fargo (the "Trust Agreement"), the appointment of Manufacturers Hanover by Wells Fargo Bank as successor trustee under the Trust Agreement and the acceptance of such appointment by Manufacturers Hanover. The Trust Agreement, which was recorded by the

KELLEY DRYE & WARREN

Interstate Commerce  
Commission

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April 2, 1986

Interstate Commerce Commission on November 1, 1974 at 5:00 p.m., Recordation No. 7695, is the primary document to which the Instrument is connected.

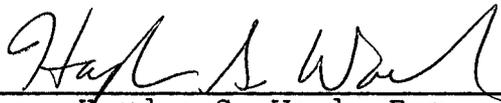
The names and addresses of the parties to the documents are as follows:

Manufacturers Hanover Trust  
600 Fifth Avenue  
New York, New York 10020

Wells Fargo Bank, N.A.  
475 Sansome Street  
San Francisco, California

A check for the filing fee of \$10 is enclosed herewith. Please return the original and any extra copies not needed by the Commission for recordation to Hayden S. Wool, Esq., Kelley Drye & Warren, 101 Park Avenue, New York, New York 10178.

Very truly yours,

  
\_\_\_\_\_  
Hayden S. Wool, Esq.

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INTERSTATE COMMERCE COMMISSION  
INSTRUMENT OF  
RESIGNATION, APPOINTMENT & ACCEPTANCE

RESIGNATION, APPOINTMENT and ACCEPTANCE (the "Instrument"), dated as of MAY 1, 1987, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having its principal office in San Francisco, California (the "Resigning Agent"), and MANUFACTURERS HANOVER TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, having its principal corporate trust office at 600 Fifth Avenue, New York, New York 10020 (the "Successor Agent").

WHEREAS, there are currently issued and outstanding certain Certificates of Participation (the "Securities") under the Finance Agreement, dated as of September 15, 1974, among Burlington Northern, Inc., the Investors and Interim Investors (as defined therein) and the Resigning Agent (the "Agreement"); and

WHEREAS, the Resigning Agent wishes to resign as agent under the Agreement; and

WHEREAS, on June 25, 1984 the Resigning Agent sent notice to the Investors informing them that the Resigning Agent was resigning as Agent under the Agreement, effective as of the date of this Instrument, and that, pursuant to Section 16 of the Agreement, Investors holding more than 66 2/3% of the outstanding principal amount of the Securities had the right to appoint a successor agent at any time up until the date hereof; and

WHEREAS, such Investors have not duly appointed any successor agent; and

WHEREAS, pursuant to Section 16 of the Agreement, the Resigning Agent is therefore authorized to appoint the Successor Agent as Agent under the Agreement; and

WHEREAS, the Successor Agent wishes to accept appointment as successor agent under the Agreement.

NOW THEREFORE, the Resigning Agent and the Successor Agent agree as follows:

## ARTICLE I

### THE RESIGNING AGENT

1.1 The Resigning Agent hereby represents and warrants to the Successor Agent that:

To the best knowledge of the Resigning Agent, no covenant or condition contained in the Agreement has been waived by the holders of the percentage in aggregate principal amount of the Securities required by the Agreement to effect any such waiver.

1.2 The Resigning Agent hereby resigns as agent under the Agreement and appoints the Successor Agent as successor agent under the Agreement and assigns, transfers, delivers and confirms to the Successor Agent all of its right, security title and interest in and to the agency under the Agreement and all of its rights, security titles, interests, capacities, privileges, duties and obligations as agent under the Agreement and the Assignment of Lease and Agreement dated as of September 15, 1974 between Trust Company for USL, Inc. and the Resigning Agent (the "Assignment").

1.3 The Resigning Agent agrees to execute and deliver such further instruments and shall take such further action as the Successor Agent may reasonably request so as to more fully and certainly vest and confirm in the Successor Agent all the rights, security titles, interests, capacities, privileges, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Agent.

1.4 To the extent that the Resigning Agent is appointed to any other capacity under the Agreement, such as paying agent or registrar of the Securities, the Resigning Agent hereby resigns from such capacity and appoints the Successor Agent as such paying agent or registrar for the Securities.

ARTICLE II

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THE SUCCESSOR AGENT

2.1 The Successor Agent hereby represents and warrants to the Resigning Agent that the Successor Agent is qualified and eligible under the provisions of the Agreement to act as Agent under the Agreement, and that, as of the Effective Date, all required consents, approvals, authorizations, orders of and filings with governmental bodies or agencies will have been duly obtained or accomplished.

2.2 The Successor Agent hereby accepts its appointment as successor agent under the Agreement and shall hereby be vested with all the rights, security titles, interests, capacities, privileges, duties and obligations of the agent under the Agreement and the Assignment.

2.3 The Successor Agent shall, until further notice, administer the agency created under the Agreement at the corporate trust office of the Successor Agent located at 600 Fifth Avenue, New York, New York 10020, and any notices to the Successor Agent in connection with the Agreement shall be given to the Successor Agent at such office.

2.4 Promptly after the execution and delivery of this Instrument, the Successor Agent shall cause such notice of the resignation, appointment and acceptance to be effected hereby to be given or published as is required pursuant to the terms of the Agreement. Any notice required to be given to holders of Securities pursuant to the terms of the Agreement, shall be in the form of the notice annexed hereto as Exhibit A.

2.5 The Successor Agent hereby accepts its appointment to each such other capacity, such as paying agent or registrar of the Securities, to which the Resigning Agent was appointed under the Agreement.

2.5 The Successor Agent hereby agrees that it will use its best efforts to cause this Instrument to be filed or recorded in each recording office at which the Agreement was originally filed or recorded.

ARTICLE III

NOTICES, LEGENDS, ETC.

3.1 The parties hereto agree that all references to Wells Fargo Bank, National Association, as Agent, in the Assignment shall be deemed to refer to Manufacturers Hanover Trust Company, as succeeding agent. All notices or payments which were required by the terms of said Assignment to be given or paid to the Agent shall be given or paid to:

Manufacturers Hanover Trust Company  
600 Fifth Avenue  
New York, New York 10020  
Attention: Corporate Trust Department

3.2 Pursuant to the Lease, the Successor Agent hereby designates that the legend marked on each unit of equipment covered by the security interest created by the Agreement be changed to read "Manufacturers Hanover Trust Company, New York, New York, Agent-Security Owner, leased from Trust Company for USL, Inc., Trustee-Conditional Vendee."

ARTICLE IV

MISCELLANEOUS

4.1 Except as otherwise expressly provided or unless the context otherwise requires, all terms used herein which are defined in the Agreement shall have the meanings ascribed to them in the Agreement.

4.2 This Instrument and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on the date first above written upon the execution and delivery hereof by each of the parties hereto.

4.3 This Instrument shall be governed by and construed in accordance with the law governing the Agreement.

4.4 This Instrument may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and their respective seals to be affixed hereunder and duly attested all as of the day and year first above written.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

(Corporate Seal)

By Joseph D. Alejo  
VICE PRESIDENT

Attest:

(Corporate Seal)

MANUFACTURERS HANOVER TRUST  
COMPANY

By [Signature]

Attest:

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF SAN FRANCISCO ) ss:

On the 5 day of June, 1985, before me personally appeared JACK W. WETZEL, to me known, who being by me duly sworn did depose and say that he resides at Pine California; that he is a Vice President of Wells Fargo Bank, National Association, the national association described in and which executed the foregoing instrument; that he knows the seal of said national association and that the seal affixed to said instrument is such national association's seal; that it was so affixed by authority of the Board of Directors of said national association and that he signed his name thereto by like authority.



(seal)

Lula Jean Keeton  
Notary Public





EXHIBIT A

Notice to Holders of Certificates of Participation

Wells Fargo Bank, National Association hereby notifies you that it has resigned as Agent under the Finance Agreement, dated as of September 15, 1974, of Burlington Northern, Inc. and certain parties therein named on Schedules A and B, pursuant to which your Certificates of Participation were issued and are outstanding. Wells Fargo has appointed Manufacturers Hanover Trust Company, whose Corporate Trust Office is located at 600 Fifth Avenue, New York, New York 10020, as Successor Agent under the Finance Agreement, which appointment has been accepted and became effective as of MAY 1, 1985

WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
475 Sansome Street  
San Francisco, California 94104