



BURLINGTON NORTHERN

RECORDATION NO. 7701-B Filed 1425

LAW DEPARTMENT

FEB 7 1980 - 1 25 PM

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

INTERSTATE COMMERCE COMMISSION

February 5, 1980

Office of
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sirs:

Enclosed for filing, pursuant to Section 11303 of the Interstate Commerce Act, are three counterparts each, Nos. 1, 2 and 3 of a Supplemental Agreement dated January 2, 1980, supplementing an equipment trust lease which together with an agreement constitutes Burlington Northern Guaranteed C&S Equipment Trust of 1974.

A general description of the equipment covered by the enclosed supplement is as follows: Caboose, C&S Road Nos. 10660-10662.

The equipment trust lease and agreement constituting the equipment trust was recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act and assigned a recordation number as follows:

	<u>Date Recorded</u>	<u>Recordation Number</u>
Burlington Northern Guaranteed C&S Equipment Trust of 1974	11-6-74	7701

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

Colorado National Bank of Denver
Box 5168
Denver, CO 80217

Burlington Northern Inc., Lessee
176 East Fifth Street
St. Paul, MN 55101

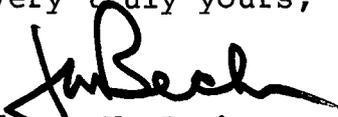
Also enclosed is a check in the amount of \$10 payable to you as Secretary of the Commission covering \$10 cost of each recording of the attached Supplemental Agreement.

Joe Jorko
Adm. Secy

Interstate Commerce Commission
February 5, 1980
Page Two

Please stamp one counterpart with the recordation data of the Commission and return it to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., Pennsylvania Building, Suite 523, 425 13th Street, N.W., Washington, D.C. 20004.

Very truly yours,



James W. Becker

JWB/gta,16

Enclosures

RECORDATION NO. 7701 B Filed 1425

FEB 7 1980 - 1 25 PM Executed in 7 Counterparts of
which this is Counterpart No. 1

INTERSTATE COMMERCE COMMISSION

BURLINGTON NORTHERN GUARANTEED C & S EQUIPMENT TRUST OF 1974

Supplemental Agreement

AGREEMENT dated as of the 2nd day of January, 1980, by and between COLORADO NATIONAL BANK OF DENVER, a national banking association organized under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, THE COLORADO AND SOUTHERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Colorado (hereinafter called the Railroad), party of the second part and Burlington Northern Inc., a Delaware corporation (hereinafter called the Guarantor).

WHEREAS, by a certain Equipment Trust Agreement dated as of November 1, 1974 (hereinafter called the "Agreement"), executed by the Trustee, and the Company and the Guarantor, there was established "Burlington Northern Guaranteed C&S Equipment Trust of 1974; and

WHEREAS, by the Agreement, the Trustee did let and lease to the Company certain units of railroad equipment described in Schedule A to the Agreement as amended (hereinafter called the "Trust Equipment") for a term of 15 years from and after November 1, 1974, upon the terms and conditions therein specified; and

WHEREAS, certain of the units included in the Trust Equipment so described have been destroyed and the Company pursuant to Section 4.7 of the Agreement, pending replacement of such destroyed Trust 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 the Agreement the Company now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, for replacement of said destroyed Trust Equipment three (3) 30' Wide Vision All Steel Caboose Cars bearing Road Nos. C&S 10660-10662 (hereinafter called the "Additional Equipment") and the Guarantor agrees to affirm its obligations under the Agreement with respect to such Additional Equipment;

NOW, THEREFORE, in consideration of the covenants and promises contained in the Agreement, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the acquisition of the Additional Equipment and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject

to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Trust Equipment described in the Agreement.

The Company hereby agrees to accept delivery and possession of the Additional Equipment under the Agreement and hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

The Guarantor hereby agrees that with respect to the Additional equipment, that it shall be subject to all of the terms and conditions of the Agreement by which it is bound as though the additional Equipment had been part of the original Trust Equipment described in the Agreement.

It is understood and agreed that, except as otherwise provided in the Agreement, the title to and ownership of the Additional Equipment 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.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or the Guarantor or for or in respect of the

correctness of the recitals of facts contained herein, which recitals are made by the Company and the Guarantor.

This Supplemental Agreement 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 Agreement or any counterpart hereof to produce or account for any of the other counterparts.

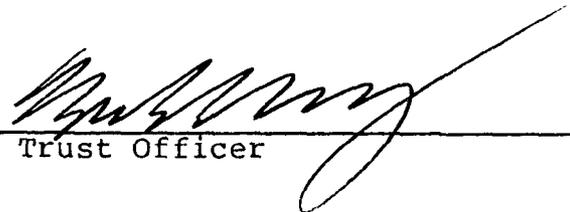
IN WITNESS WHEREOF, the Trustee, the Company and the Guarantor, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

(SEAL)

COLORADO NATIONAL BANK OF DENVER
AS Trustee

ATTEST:


Assistant Secretary

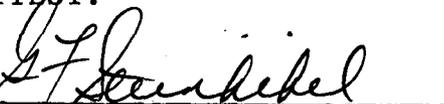
By 
Trust Officer

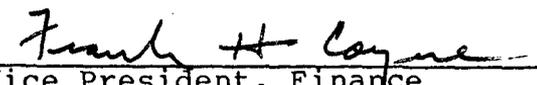
CORPORATE TRUST OFFICER

(SEAL)

THE COLORADO AND SOUTHERN
RAILWAY COMPANY

ATTEST:


Assistant Secretary

By 
Vice President, Finance

BURLINGTON NORTHERN INC.

By Frank H. Coyne
Executive Vice President-
Finance and Administration

(SEAL)

ATTEST:

J. Beach
Assistant Secretary

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this *1st* day of *February*, 1980,
before me personally appeared CHARLES E. HENRY,
to me personally known, who being by me duly sworn, says
that he is a Trust Officer of Colorado National Bank of Denver,
that the seal affixed to the foregoing instrument is the cor-
porate 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.

Carol Park

My Commission Expires Nov. 23, 1983

(SEAL)

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 30th day of *January*, 1980,
before me personally appeared F. H. Coyne, to me personally
known, who being by me duly sworn, says that he is Executive
Vice President-Finance and Administration of Burlington Northern
Inc., that the seal affixed to the foregoing 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.

(SEAL)

J. H. McCarthy

 J. H. McCARTHY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires Jan. 6, 1982

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 30th day of *January*, 1980, before me personally appeared F. H. Coyne, to me personally known, who being by me duly sworn, says that he is Vice President, Finance of The Colorado and Southern Railway Company, that the seal affixed to the foregoing 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.

(SEAL)

J. H. McCarthy

