



BURLINGTON NORTHERN RAILROAD

LAW AND
GOVERNMENT AFFAIRS

RECORDATION NO. 7701-C Filed 1425

3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102

FEB 25 1986 -2 10 PM

(817) 878-2361

February 21, 1986

6-056A104

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Room 1312
12th & Constitution Avenue, NW
Washington, D.C. 20423

No. _____
Date FEB 25 1986
Fee \$ 10.00
ICC Washington, D.C.

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Re: Document for Recordation: Amendment to Burlington Northern Guaranteed C&S Equipment Trust of 1974

Dear Secretary Bayne:

Enclosed is an original and one copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an amendment to Burlington Northern Guaranteed C&S Equipment Trust of 1974, a secondary document. The amendment is dated December 30, 1985. The primary document to which this amendment relates is Burlington Northern Guaranteed C&S Equipment Trust of 1974, which was recorded under ICC Recordation No. 7701.

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

Trustee:	Colorado National Bank of Denver 918 Seventeenth Street Denver, Colorado 80202
Lessee and Guarantor:	Burlington Northern Railroad Company 3800 Continental Plaza 777 Main Street Fort Worth, Texas 76102

A description of the equipment covered by the document follows:

Burlington Northern Guaranteed C&S Equipment Trust of 1974, covers various railroad rolling stock and cabooses. The amendment to Burlington Northern Guaranteed C&S Equipment Trust of 1974 covers two cabooses, BN 12005 and BN 12008, to be released from said Trust, and two additional cabooses, BN 12289 and BN 12298, to be assigned to said Trust.

Mr. James H. Bayne

-2-

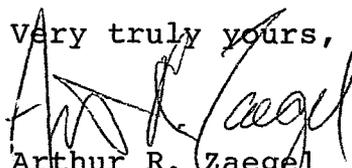
February 21, 1986

A check in the amount of \$10.00 is enclosed to cover your filing fee. Please return the original amendment and any extra copies not needed by the Commission for recordation to Arthur R. Zaegel, Associate General Counsel, Burlington Northern Railroad Company, 3800 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102.

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

The amendment to Burlington Northern Guaranteed C&S Equipment Trust of 1974 consists of a written consent of the Trustee to the release of two units of equipment, bearing Road Nos. BN 12005 and BN 12008, from the Trust, and the assignment by Lessee/Guarantor of two additional units of Equipment, bearing Road Nos. BN 12289 and BN 12298, to the Trustee.

Very truly yours,


Arthur R. Zaegel
Associate General Counsel

ARZ/rrm/cc,9

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

2/26/86

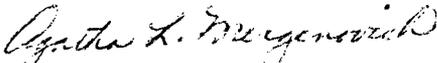
OFFICE OF THE SECRETARY

Arthur R. Zaegel
Associate Gen.Counsel
Burlington Northern RR. Co.
3800 Continental Plaza 777 Main St.
Forth Worth, Texas 76102

Dear Sir:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/25/86 at 2:10 and assigned re-
recording number (s). 7701-C

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

Executed in 7 Counterparts of which this is No. 5

REGISTRATION NO. 7701-C Filed 1425
FEB 25 1986 -2 10 PM

BURLINGTON NORTHERN GUARANTEED C&S EQUIPMENT TRUST OF 1974

Supplemental Agreement

AGREEMENT dated as of the 30 day of December, 1985, 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, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, successor in interest to the COLORADO AND SOUTHERN RAILWAY COMPANY (the "Railroad") under the Equipment Trust Agreement dated as of November 1, 1974 (the "Agreement") and to BURLINGTON NORTHERN INC. (the "Guarantor" under the Agreement) (hereinafter referred to as "BNRR"), party of the second part.

WHEREAS, pursuant to the Agreement executed by the Trustee, the Railroad and the Guarantor, there was established the "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, BNRR, successor to the Railroad, wishes to secure the release of two units of such equipment, bearing Road

Nos. BN 12005 and BN 12008 (hereinafter referred to as the "Released Units") from the Agreement, in order to convert such units into mobile living quarters for BNRR's maintenance-of-way personnel; and

WHEREAS, pursuant to the provision of the Agreement BNRR now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, for replacement of said Released Units, Wide Vision All Steel Caboose Cars bearing Road Nos. BN 12289 and BN 12298 (hereinafter called the "Additional Equipment"); and BNRR, successor to the Guarantor, agrees to affirm the Guarantor's obligations under the Agreement with respect to such additional Equipment;

NOW, THEREFORE, in consideration of the covenants and promises contained in the Agreement, and subject to the terms hereof, the Trustee does hereby release from the lien of the Agreement, and sell, assign, transfer and set over unto BNRR, all of its right, title and interest in the Released Units; and BNRR does hereby sell, assign, transfer and set over unto the Trustee all its right, title and interest in the Additional Equipment and the Trustee does hereby let and lease to BNRR for the remainder of the term of the Agreement the Additional Equipment, the said assignment by BNRR and lease by the Trustee being upon and subject to all terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Trust Equipment described in the Agreement.

BNRR 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.

BNRR hereby agrees that the Additional Equipment 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 a 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 BNRR.

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 BNRR or for or in respect of the correctness of the recitals of facts contained herein, which recitals are made by BNRR.

BNRR hereby agrees to indemnify and save harmless the Trustee from and against any and all claims, demands, losses, damages, actions, and causes of actions, including expenses, costs, and reasonable attorney's fees which Trustee at any time may sustain or incur by reason of Trustee's having executed and performed this Agreement. Such indemnity shall be in addition to any indemnity provided for in the Agreement.

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 and BNRR, 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)

THE COLORADO NATIONAL BANK OF
DENVER, As Trustee

ATTEST:



ASSISTANT VICE PRESIDENT

By 

Vice President

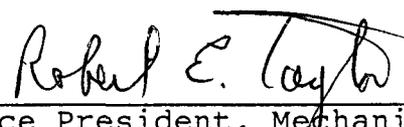
(SEAL)

BURLINGTON NORTHERN RAILROAD
COMPANY

ATTEST:



Assistant Secretary

By 

Vice President, Mechanical

STATE OF COLORADO
COUNTY OF DENVER

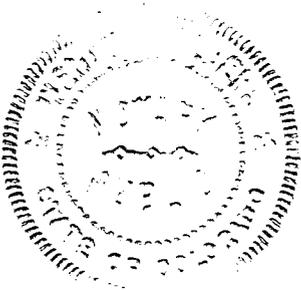
)
) ss.
)

On this 23rd day of January, 1986, before me personally appeared Charles W. Smedly, Jr., to me personally known, who being by me duly sworn, says that he is a Vice President of The Colorado National Bank of Denver, a national banking association (the "Bank"), that the seal affixed to the foregoing instrument is the seal of the Bank; that said instrument was signed and sealed on behalf of the Bank by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of the Bank.

Kendy A. Albers

My Commission Expires
April 22, 1989

(SEAL)



STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 13 day of JANUARY, 1986, before me personally appeared ROBERT E. TAYLOR, to me personally known, who being by me duly sworn, says that he is a Vice President, Mechanical 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.

Norman John Karlsut
MY Commission Expires 3-15-88

