



JAN 14 1981 - 1 05 AM  
INTERSTATE COMMERCE COMMISSION

LAW DEPARTMENT

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

January 9, 1981

1-011-011

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

No. [unclear]  
JAN 14 1981  
Date.....  
Fee \$ 10.00  
ICC Washington, D. C.]

RECEIVED  
JAN 14 10 53 AM '81  
I.C.C.  
FEE OPERATION BN

Dear Sirs:

Enclosed for filing, pursuant to Section 11303 of the Interstate Commerce Act, are three counterparts of Agreement for Trust Group 3 dated January 1, 1981, supplementing an equipment trust lease which together with an agreement constitutes Burlington Northern Equipment Trust of 1980, Series 1.

A general description of the equipment covered by the enclosed supplement is as follows: Eight 26,000 gallon tank cars, numbered and lettered BN 875077-875084.

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 Inc. Equipment Trust of 1980, Series 1	1-21-80	11391

Counterpart - [signature]

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

First Trust Company of Saint Paul, First National  
Bank Building, St. Paul, Minnesota 55101

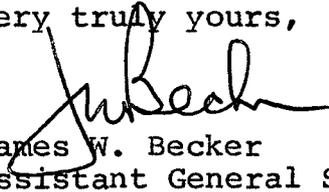
Burlington Northern Inc., Lessee, 176 East Fifth  
Street, St. Paul, Minnesota 55101

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

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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., 523 Pennsylvania Building, 425 - 13th Street, N.W., Washington, D.C. 20004.

Very truly yours,



James W. Becker  
Assistant General Solicitor

JWB:jb

Enclosures

REGISTRATION NO. 11391-B  
FILED 1981

JAN 14 1981 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Executed in 28 Counterparts of  
which this is Counterpart No. 11

AGREEMENT FOR TRUST GROUP 3

AGREEMENT dated as of January 1, 1981, between  
FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organ-  
ized and existing under the laws of the State of Minnesota,  
as Trustee (hereinafter called the "Trustee"), and BURLINGTON  
NORTHERN INC., a corporation duly organized and existing  
under the laws of the State of Delaware (hereinafter called  
"Company").

WHEREAS, the Trustee and the Company have entered  
into the Equipment Trust Agreements and supplements thereto  
described in Schedule A attached hereto (hereinafter  
collectively called "Trust Agreements"); and

WHEREAS, after acquisition of the equipment  
described in Schedule A to said Equipment Trust Agreements,  
the Trustee has on hand Deposited Cash in amounts described  
in Schedule B attached hereto that this Company desires be  
used for the acquisition of additional railroad equipment;  
and

WHEREAS, the Company desires to purchase the  
equipment described in Schedule C attached hereto (herein-  
after called "Additional Equipment") and that the purchase  
price for said equipment be paid first from the Deposited  
Cash on hand in the Equipment Trust Agreements described in  
Part I of Schedule A and thereafter from the Equipment Trust  
Agreement described in Part II of Schedule B:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Additional Equipment is hereby subjected to the terms and conditions of the Trust Agreements as listed in Schedule A hereto. Upon delivery of an invoice, Bill of Sale and any other documentation required by the Trust Agreements the Trustee shall pay from the Deposited Cash available in the trusts in this Trust Group 3 such funds as may be necessary (to the extent proceeds are available under each trust) to pay the invoiced cost of each unit pursuant to the terms of the Equipment Trust Agreements. Payment will be made first from the Trusts included in Part I of Schedule B. Upon receipt of the Bill of Sale for the Additional Equipment the Trustee shall on behalf of each trust, receive title to that portion of the Additional Equipment equal to the proportion of funds actually expended from each trust over the total cost of the Replacement Equipment (the "Proportionate Interest").

2. Pursuant to the provisions of the Equipment Trust Agreements the Trustee shall acquire and does hereby let and lease the equipment described in Schedule C to the Company.

3. Upon maturity of each trust in Trust Group 3 the Trustee will convey title to the Company to its proportionate Interest in the Additional Equipment.

4. Each unit of Additional Equipment shall bear the following ownership markings:

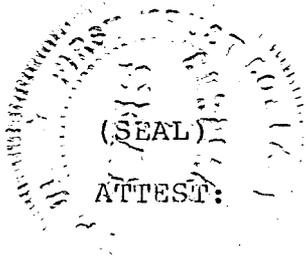
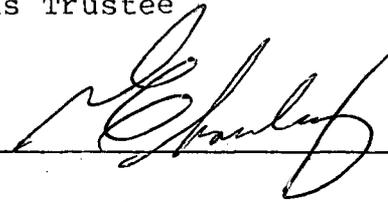
"Owned By a Bank or Trust Company Under a Security Agreement filed under the Interstate Commerce Act, Section 11303."

5. This Agreement will be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

FIRST TRUST COMPANY OF SAINT PAUL  
as Trustee

By



W. J. Kennedy  
Assistant Secretary

BURLINGTON NORTHERN INC.

By RC Bunting  
Vice President and Treasurer



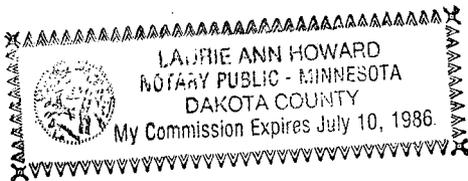
(SEAL)

ATTEST:

J. Bech  
Assistant Secretary

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this 12<sup>th</sup> day of January, 1981, before me personally appeared JAMES A. EHRENBERG, to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST TRUST COMPANY OF SAINT PAUL, 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.



Laurie Ann Howard  
Notary Public

(SEAL)



SCHEDULE A

Equipment Trust	Original Recordation			Supplemental Information		
	Dated	Date of ICC Recordation	Recordation Number	Dated	Date of ICC Recordation	Recordation Number
Burlington Northern Inc. Railway Equipment Trust of 1974, Series 3	1-1-75	12-12-74	7739	12-1-79	1-23-80 (Trust Group 2)	7739-B
Burlington Northern Inc. Railway Equipment Trust of 1976, Series 3	8-1-76	7-19-76	8413	2-18-77 10-1-79 12-1-79	3-28-77 11-16-79 1-23-80 (Trust Group 2)	8413-A 8413-B 8413-C
Burlington Northern Inc. Railway Equipment Trust of 1977, Series 1	4-1-77	3-28-77	8761			
Burlington Northern Inc. Railway Equipment Trust of 1980, Series 1	2-1-80	1-21-80	11391	10-20-80	10-21-80	11391-A

SCHEDULE B

AVAILABLE DEPOSITED CASH

PART I

<u>Equipment Trust Agreement</u>	<u>Available Deposited Cash for Trust Group 3</u>
Burlington Northern Inc. Railway Equipment Trust of 1974, Series 3	\$ 8,794.23
Burlington Northern Inc. Railway Equipment Trust of 1976, Series 3	4,642.70
Burlington Northern Inc. Railway Equipment Trust of 1977, Series 1	19,408.44

PART II

Burlington Northern Inc. Railway Equipment Trust of 1980, Series 1	289,893.28
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SCHEDULE C

REPLACEMENT EQUIPMENT

<u>Car Description</u>	<u>Quantity</u>	<u>Car Numbers (incl.)</u>	<u>Estimated Unit Cost</u>	<u>Estimated Total Cost</u>
26,000 Gallon Tank Cars	8	BN 875077 - 875084	\$49,000	\$392,000