



**BURLINGTON NORTHERN RAILROAD**

(12)

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

LAW DEPARTMENT

7739-E  
RECORDATION NO. \_\_\_\_\_ FILE NO. \_\_\_\_\_

(817) 878-2385

FEDERAL EXPRESS

JAN 19 1989 - 11 25 AM

January 17, 1989

INTERSTATE COMMERCE COMMISSION

9-019A027  
JAN 18 1989  
1366  
U.S. DEPARTMENT OF TRANSPORTATION  
WASHINGTON, D.C.

Ms. Mildred Lee, Recordations  
Interstate Commerce Commission  
Room 2303  
12th and Constitution Ave., N.W.  
Washington, D.C. 20423

Re: Document for Recordation: Supplemental Agreement to Burlington Northern Inc. (now Burlington Northern Railroad Company) Equipment Trust of 1974, Series 3

Dear Ms. Lee:

I am enclosing two counterparts of the document described below to be recorded pursuant to Section 11303, Title 49 of the United States Code.

This document is a Supplemental Agreement dated January 3, 1989, a secondary document to the Burlington Northern Inc. (now Burlington Northern Railroad Company) Equipment Trust of 1974, Series 3, dated January 1, 1975.

The primary document to which this Supplemental Agreement is connected, was recorded with the Interstate Commerce Commission on December 12, 1974, and assigned Recordation No. 7739.

The names and addresses of the parties to the transaction are:

Trustee: First Trust National Association  
180 East Fifth Street  
St. Paul, Minnesota 55101

Owner: Burlington Northern Railroad Company  
3800 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

JAN 19 11 19 AM '89  
RECORDATION DIVISION  
U.S. DEPARTMENT OF TRANSPORTATION  
WASHINGTON, D.C.

A general description of the equipment covered by the enclosed Supplemental Agreement is shown on Schedule C of said document.

Ms. Mildred Lee  
January 17, 1989  
Page 2

A fee of \$13.00 is enclosed for recording the Supplemental Agreement. Please return any extra copies not needed by the Commission for recordation to the undersigned.

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

Supplemental Agreement, dated January 3, 1989, to the Burlington Northern Inc. (now Burlington Northern Railroad Company) Equipment Trust of 1974, Series 3 (ICC Recordation No. 7739, December 12, 1974), subjecting the equipment described on Schedule C of said document to the Equipment Trust of 1974.

Very truly yours,



Rebecca R. Martin  
Legal Assistant

RRM/bc,4

Enclosures

7739-F  
JAN 19 1989 - 11 25 AM  
INTERSTATE COMMERCE COMMISSION

(2)

AGREEMENT FOR TRUST GROUP 4

AGREEMENT dated as of January 3, 1989, between FIRST TRUST NATIONAL ASSOCIATION, a corporation duly organized and existing under the laws of the State of Minnesota, as Trustee (hereinafter called the "Trustee"), 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 "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, in compliance with the Trust Agreements funds have been deposited by the Company with the Trustee for equipment, previously declared destroyed by the Company as described in Schedule B attached hereto (said destroyed equipment being hereinafter called "Destroyed Equipment"); and

WHEREAS, the Company desires to purchase the equipment described in Schedule C attached hereto (hereinafter called "Replacement Equipment") as provided in the Trust Agreements:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. Title to the Destroyed Equipment is hereby assigned and transferred to the Company by the Trustee and is no longer subject to the terms and conditions of the Trust Agreements.

2. The Replacement Equipment is hereby subjected to the terms and conditions of the Trust Agreements as finally listed in

Schedule A hereto after the amendment, if any, referred to in the last sentence of this paragraph 2. Upon delivery of an invoice, Bill of Sale and any other documentation required by the Trust Agreements for replacement of Destroyed Equipment the Trustee shall pay from the proceeds on deposit for Destroyed Equipment from the trusts in this Trust Group 4 such funds as may be necessary (to the extent proceeds are available under each trust) to pay the invoiced cost of each unit. Upon receipt of the Bill of Sale for the Replacement Equipment, the Trustee shall receive title to that portion of the Replacement Equipment equal to the proportion of funds actually expended from each trust over the total cost of the Replacement Equipment (the "Proportionate Interest"). After each unit of equipment subject to this Trust Group 4 has been delivered and paid for, the Company will prepare an amendment to this Agreement amending the Schedules attached hereto to reflect the actual costs of the Replacement Equipment.

3. Upon maturity of each trust in Trust Group 4 the Trustee will convey title to the Company to its Proportionate Interest in the Replacement Equipment.

4. Each unit of Replacement 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 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 NATIONAL ASSOCIATION  
as Trustee

By: *J. H. [Signature]*  
Title: *Assistant Vice President*

(SEAL)  
ATTEST:

*D. Chalupsky*  
Assistant Secretary

BURLINGTON NORTHERN RAILROAD  
COMPANY

By: *Meredith L. McManus*  
Meredith L. McManus  
Senior Vice President  
Finance

(SEAL)  
ATTEST:

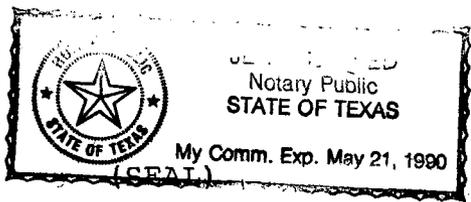
*Julie A. Harcrow*  
Assistant Secretary



STATE OF TEXAS                    )  
  )  
COUNTY OF TARRANT            )            SS

On this 30 day of January, 1989, before me personally appeared Meredith L. McManus, to me personally known, who being by me duly sworn, says that she is Senior Vice President, Finance, of Burlington Northern Railroad Company; that one of the seals 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 she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Jeanne Reed*  
\_\_\_\_\_  
Notary Public



SCHEDULE A

<u>Original Recordation</u>				<u>Supplemental Information</u>		
<u>Equipment Trust</u>	<u>Dated</u>	<u>Date of ICC Record.</u>	<u>Record. Number</u>	<u>Dated</u>	<u>Date of ICC Record.</u>	<u>Record. Number</u>
Burlington Northern Inc. Equipment Trust of 1974, Series 3	1/01/75	12/12/74	7739	1/16/78 12/01/79	3/17/78 1/23/80	7739-A 7739-B
Burlington Northern Inc. Equipment Trust of 1975, Series 3	7/01/75	7/14/75	7992	10/01/79	11/16/79±	7992-A

SCHEDULE B - 1

<u>Equipment Trust Agreement</u>	<u>Available Destroyed Car Balance for Trust Group 4</u>
Burlington Northern Inc. Equipment Trust of 1974, Series 3	\$540,283.84
Burlington Northern Inc. Equipment Trust of 1975, Series 3	\$449,105.10

SCHEDULE C  
REPLACEMENT EQUIPMENT

<u>Car Description</u>	<u>Quantity</u>	<u>Car Nos. (incl.)</u>	<u>Estimated Unit Cost</u>	<u>Total Cost</u>
Hopper cars	13	BN 463605-463617	\$20,692	\$269,000
Hopper cars	25	BN 463580-463604	\$24,600	\$615,000