

2-055A097



**BURLINGTON NORTHERN RAILROAD**

LAW DEPARTMENT

3800 Continental Plaza  
777 Main Street  
Ft. Worth, Texas 76102  
(817) 878-2385  
Docket No. BN 13067

**FEDERAL EXPRESS**

February 21, 1992

12644-6  
RECORDATION NO. FILED 1425

FEB 24 1992 -3 20 PM  
INTERSTATE COMMERCE COMMISSION

FEB 24 3 23 PM '92  
MOTOR OPERATING UNIT

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 1981, Series 1

Dear Ms. Lee:

I am enclosing an original and one verified copy of the document described below to be recorded pursuant to Section 11303, Title 49 of the United States Code.

The document is a Supplemental Agreement dated February 7, 1992, a secondary document to the Burlington Northern Inc. (now Burlington Northern Railroad Company) Equipment Trust of 1981, Series 1, dated January 1, 1981.

The primary document to which this Supplemental Agreement is connected, was recorded with the Interstate Commerce Commission on December 23, 1980, and assigned Recordation No. 12644.

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

Ms. Mildred Lee  
February 21, 1992  
Page 2

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

A fee of \$16.00 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 February 7, 1992, to the Burlington Northern Inc. (now Burlington Northern Railroad Company) Equipment Trust of 1981, Series 1 (ICC Recordation No. 12644, December 23, 1980), subjecting the equipment described on Schedule C of said document to the Equipment Trust of 1981, Series 1.

Very truly yours,



Rebecca R. Martin  
Legal Assistant

Enclosures

VERIFICATION

12644-G  
FEB 24 1992 - 3:30 PM  
INTERSTATE COMMERCE COMMISSION

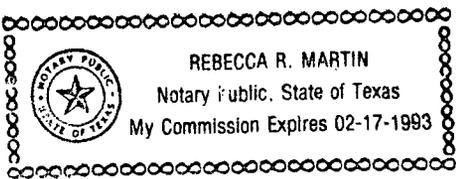
STATE OF TEXAS            )  
                                  )  
COUNTY OF TARRANT    )    ss.

Tracy C. Flanigan, Attorney, Burlington Northern Railroad Company, being duly sworn, deposes and states that she has compared the attached copy with the original document and has found the copy to be complete and identical in all respects to the original document.

*Tracy C. Flanigan*  
Tracy C. Flanigan

Subscribed and sworn to before me  
this 21st day of February, 1992.

*Rebecca R. Martin*  
Notary Public in and for the  
State of Texas



12644-6  
FEB 24 1992 -3 30 PM

**SUPPLEMENTAL AGREEMENT FOR TRUST**

INTERSTATE COMMERCE COMMISSION  
RECEIVED

**THIS SUPPLEMENTAL AGREEMENT FOR TRUST** dated as of the 7th of February 1992, between **FIRST TRUST NATIONAL ASSOCIATION** (formerly First Trust Company of St. Paul), a corporation duly organized 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 the "Company"),

**WITNESSETH:**

**WHEREAS**, the Trustee and the Company have entered into an Equipment Trust Agreement in connection with the Burlington Northern Inc. Equipment Trust of 1981 and certain supplements thereto as described in Schedule "A" (hereinafter called the "Trust Agreement"); and

**WHEREAS**, in compliance with the terms and conditions of the Trust Agreement funds have been deposited by the Company with the Trustee for equipment previously declared destroyed by the Company as described in Schedule "B" (said deposited funds being hereinafter called the "Replacement Funds" and said destroyed equipment being hereinafter called the "Destroyed Equipment"); and

**WHEREAS**, the Company desires to cause to be sold to the Trustee and the Trustee desires to purchase with the Replacement Funds the equipment described in Schedule "C" (hereinafter called the "Replacement Equipment") in the manner set forth in the Trust Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

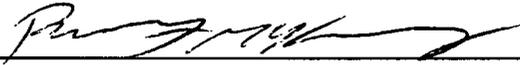
1. The Trustee hereby assigns, transfers, and conveys to the Company all of the Trustee's right, title, and interest in and to the Destroyed Equipment and the Trustee hereby agrees that the Destroyed Equipment is no longer subject to the terms and conditions of the Trust Agreement.
2. The Trustee hereby acknowledges receipt of the Request, the Officer's Certificate, the Bills of Sale, and the Opinion of Counsel and agrees to pay within fifteen (15) days from the effective date of this Supplemental Agreement for Trust the invoiced cost of the Replacement Equipment as set forth in the Request and in Schedule "C" hereto from the Replacement Funds. Should the amount actually expended by the Trustee from the Replacement Funds ("Actual Cost") differ from the invoiced amount as set forth in the Request and in Schedule "C" hereto, the Company will revise said schedule to reflect the Actual Cost pursuant to an amendment to this Supplemental Agreement for Trust and the invoiced cost set forth in the Request shall be deemed automatically amended accordingly.
3. The Company hereby acknowledges that the Trustee's receipt of the Bills of Sale and the delivery of the Replacement Equipment to the Trustee's agent vests all right, title, and interest in and to the Replacement Equipment in the Trustee and

the Company hereby agrees that the Replacement Equipment is hereby subjected to the terms and conditions of the Trust Agreement.

4. The Trustee hereby agrees to assign, transfer, and convey all of the Trustee's right, title, and interest in and to the Replacement Equipment to the Company upon maturity of the Burlington Northern Equipment Trust of 1981.
5. The Company hereby agrees to cause each unit of the Replacement Equipment to bear the following ownership markings:  
  
Owned by a bank or trust company under a security agreement filed under the Interstate Commerce Act, Section 11303.
6. 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 duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

BURLINGTON NORTHERN RAILROAD  
COMPANY

By:   
Title: Senior Vice President and Treasurer

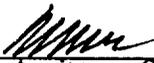
(SEAL)  
attest:

  
Assistant Secretary

FIRST TRUST NATIONAL ASSOCIATION

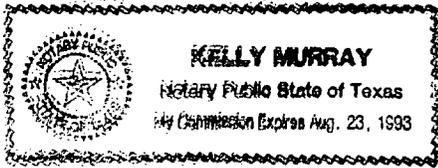
By:   
Title: Assistant Vice President

(SEAL)  
attest:

  
Assistant Secretary

THE STATE OF Texas }  
COUNTY OF Tarrant } SS

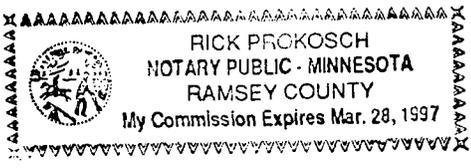
On this 7<sup>th</sup> day of February 1992, before me personally appeared Robert F. McKenney, to me personally known, who being by me duly sworn, says that (s)he is Secretary and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Kelly Murray  
Notary Public STATE OF Texas

THE STATE OF Minnesota )  
COUNTY OF Ramsey ) SS

On this 11 day of February 1992, before me personally appeared S Christopherson, to me personally known, who being by me duly sworn, says that (s)he is Assistant Vice President of FIRST TRUST NATIONAL ASSOCIATION; 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 (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. h12vsb3T



Rich Prokosch  
Notary Public STATE OF Minnesota

SCHEDULE A

Original Recordation				Supplemental Information		
Equipment Trust	Dated	Date of ICC Record	Record Number	Dated	Date of ICC Record	Record Number
Burlington Northern Inc. Equipment Trust of 1981	1/01/81	12/23/80	12644	7/01/82	7/19/82	12644-A
				7/27/82	8/11/82	12644-B
				10/22/85	1/13/86	12644-C
				3/23/90	4/29/90	12544-D
				1/05/91	2/12/91	12644-E

**SCHEDULE B**

Equipment Trust Agreement	Available Destroyed Car Balance for the Trust
Burlington Northern Inc. Equipment Trust of 1981	\$2,700,919.50 (as of 12/31/91)

SCHEDULE C

Manufacturer	Car Description	Quantity	Car Nos. (incl.)	Estimated Unit Cost	Total Cost
Johnstown America Corporation	Taconite Cars	63	BN98,017- BN98,079	\$42,050.74	\$2,649,196.62

LA WD3230.WK3