RECORDATION NO. 6169-C Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

THIRD SUPPLEMENTAL
SECURITY AGREEMENT

RE: Burlington Northern, Inc., No. 2

This Third Supplemental Security Agreement dated as of November 23, 1971 from D. E. Mundell and Ben Maushardt, Co-Trustees under a Trust Agreement dated as of November 20, 1970 (the "Debtor"), whose Post Office address is 633 Battery Street, San Francisco, California 94111 to The Aetna Casualty and Surety Company (the "Secured Party") having its principal office at 151 Farmington Avenue, Hartford, Connecticut 06115, Attention: Bond Investment Department;

W I T N E S S E T H:

WHEREAS the Debtor has heretofore executed and delivered that certain Security Agreement dated as of June 1, 1971 (the "Original Security Agreement") to the Secured Party as security for the payment in full of all principal of and interest on the 8-1/8% Secured Notes of the Debtor in the principal amount of not more than $9,574,280 (the "Notes") issued under and pursuant to the Loan Agreement dated June 1, 1971 between the Debtor and the Secured Party; and

WHEREAS said Original Security Agreement was filed for record in the office of the Secretary of the Interstate Commerce Commission on June 1, 1971 and has been assigned Recordation No. 6169; and

WHEREAS the Debtor desires to reconvey, and to confirm the lien and security interest created by the Original Security Agreement in respect of a portion of the properties therein described;

NOW, THEREFORE, the Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all the covenants and conditions contained in the Notes, the Original Security Agreement and the said Loan Agreement, and in each and every agreement or supplement thereto heretofore or hereafter executed, does hereby sell, convey, warrant, mortgage, assign, pledge, grant a security interest in, and hypothecate unto the Secured Party, its successors and assigns, forever, all and singular the following described properties, rights, interests and privileges (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "mortgaged property");

(B. N. Trust No. 2)

DIVISION I

The rebuilt rail cars described in Schedule 1 attached hereto and made a part hereof (hereinafter referred to collectively as the "Equipment" and individually as "Unit of Equipment") being a part of the Equipment leased and delivered under that certain Equipment Lease dated as of November 20, 1970 (the "Lease") between the Debtor, as Lessor, and Burlington Northern, Inc., as Lessee, (the "Lessee"); together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment together with all the rents, issues, income, profits and avails therefrom.

DIVISION II

All right, title and interest of the Debtor, as Lessor, in, under and to the Lease and all rents and other sums due and to become due thereunder including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment (including all Daily Interim Rent but excepting and reserving, however, the initial installment of Periodic Rent); it being the intent and purpose thereof that the assignments and transfer to the Secured Party of said rents and other sums due and to become due under the Lease shall be effective and operative immediately and shall continue in full force and effect and the Secured Party shall have the right to collect and receive said rents and other sums for application in accordance with the provisions of Section 4 of the Original Security Agreement at all times during the period from and after the date of the Original Security Agreement until the indebtedness hereby secured has been fully paid and discharged;

SUBJECT, HOWEVER, to (a) the right, title and interest of the Lessee under the Lease, and (b) the lien of current taxes and assessments not in default, or, if delinquent, the validity of which is being contested in good faith;

TO HAVE AND TO HOLD the mortgaged property unto the Secured Party, its successors and assigns, forever; provided always, however, that these presents are upon the express condition that if the Debtor shall pay or cause to be paid all the indebtedness hereby secured snd shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Loan Agreement and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement shall become null and void; otherwise to remain in full force and effect.

The Debtor is lawfully seized and possessed of the Equipment described in Division I of the granting clause hereof and has good right, full power and authority to convey, transfer and mortgage the Equipment to the Secured Party for the uses and purposes herein set forth; the Equipment described in said Division I is owned by the Debtor free from any and all liens and encumbrances (excepting only the lien of current taxes not in default and the right, title and interest of the Lessee under the Lease); and the Debtor will warrant and defend the title thereto against all claims and demands whatsoever (excepting only the right, title and interest of the Lessee under the Lease).

The Debtor further covenants and agrees to perform and observe duly and punctually all of the covenants and agreements contained in the Original Security Agreement, all such covenants and agreements being hereby ratified, approved and confirmed.

This Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Supplement.

IN WITNESS WHEREOF, the Debtor has caused this Third Supplemental Security Agreement to be executed, all as of the day and year first above written.

D. E. Mundell and Ben Maushardt,
as Trustees under B. N.
Trust No. 2

By Ben Maushardt

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 19th day of November, 1971, before me personally appeared BEN MAUSHARDT, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

June M Shiigi
Notary Public

(SEAL)

My commission expires:

OFFICIAL SEAL
JUNE M. SHIIGI
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 8, 1974

SCHEDULE I

LIST OF EQUIPMENT

629 rebuilt rail cars bearing road numbers

B.N. 160900 through 160999, both inclusive
B.N. 160758 through 160899, both inclusive
B.N. 161540 through 161709, both inclusive
B.N. 161730 through 161759, both inclusive
B.N. 243299
B.N. 243305 through 243349, both inclusive
B.N. 606889 through 607029, both inclusive