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date of destruction of the Trust Equipment destroyed; and

WHEREAS, pursuant to the provisions of said Agreement and Lease, there is being transferred to the Trustee, for replacement purposes, title to one (1) 95-ton airslide covered hopper car bearing Burlington Northern Road No. 413334 which is to be delivered to the Company as part of the equipment included in said Trust; and

WHEREAS, pursuant to said ARTICLE SEVENTH of said Lease, the parties desire to subject said 95-ton airslide covered hopper car to the terms and conditions of said Lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of ARTICLE SEVENTH of said Lease of railroad equipment dated the 1st day of June, 1971, the Trustee has let and leased, and does hereby let and lease, to the Company said one (1) 95-ton airslide covered hopper car bearing Burlington Northern Road No. 413334, under and subject to all the terms and conditions of said Lease of railroad equipment dated the 1st day of June, 1971, and the Company does hereby agree to accept delivery and possession of said 95-ton airslide covered hopper car thereunder.

2. Said car numbered 413334 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease, and shall be subject to all the terms and conditions of that certain Agreement dated

June 1, 1971, [illegible] Company, Vendor, Morgan Guaranty Trust Company of New York, Trustee, and Burlington Northern Inc., [illegible] to be made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated June 1, 1971, the title to and ownership of said car No. 413334 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease 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 Lease or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, 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.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

(SEAL)

By _____
Trust Officer

ATTEST:

_____
ASSISTANT SECRETARY

BURLINGTON NORTHERN INC.

(SEAL)

By _____
Vice President

ATTEST:

_____
Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 30TH day of OCTOBER, 1972, before me personally appeared R. E. Sparrow, to me personally known, who being by me duly sworn, says that he is a Trust Officer of Morgan Guaranty Trust Company of New York, 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.

(SEAL)

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1973

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 19th day of October, 1972 before me personally appeared L. K. Bosh, to me personally known, who being by me duly sworn, says that he is a Vice President of Burlington Northern Inc., 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.

Richard J. Woulfe

(SEAL)

RICHARD J. WOULFE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Apr. 30, 1977