

Herbert B. Kregel
General Counsel

Curtis H. Berg
Sr. Associate General Counsel
—Commerce

James R. Walker
John C. Smith
Reginald Ames
Louis A. Harris
Associate General Counsel

Harold K. Bradford, Jr.
Richard V. Wicka
Byron D. Olsen
Richard M. Gleason
Barry McGrath
Robert L. Bartholic
Assistant General Counsel

Donald C. Knickerbocker
George A. Morrison
Assistant General Counsel—Taxes

Peter M. Lee
William R. Power
James W. Becker
Nicholas P. Moros
Thomas W. Spence
Ralph S. Nelson
Attorneys

BURLINGTON NORTHERN

Frank Farrell
Vice President-Law

RECORDATION NO. 8593-A Filed & Recorded

JAN 13 1977 10 42 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
JAN 13 10 42 AM '77
LEE OPERATIONS BR.

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

January 12, 1977

Gentlemen:

There is submitted herewith, for filing with the Commission pursuant to Section 20c of the Interstate Commerce Act, three counterparts of a Supplemental Agreement dated as of January 12, 1977 supplementing the lease of equipment under Burlington Northern Inc. Equipment Trust of 1976, Series 4.

A general description of the equipment covered by the enclosed Supplemental Agreement is as follows:

- 10 Bulkhead flat cars, 100-ton capacity, Thrall Manufacturing Company, Builder, Road Nos. BN 624290 to 624299, both inclusive.
- 32 High cube XP box cars, 100-ton capacity, Pacific Car and Foundry Company, Builder, Road Nos. BN 376458 to 376489, both inclusive.
- 50 Open top gondola cars, 100-ton capacity, Thrall Manufacturing Company, Builder, Road Nos. C&S 560850 to 560899, both inclusive.

The Equipment Trust Lease and Agreement constituting the above Equipment Trust was recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 29, 1976 at 10:25 a.m. and assigned Recordation No. 8593.

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

Morgan Guaranty Trust Company of New York, Trustee
23 Wall Street
New York, New York 10015

7013A030
JAN 13 1977
10

Frank Farrell

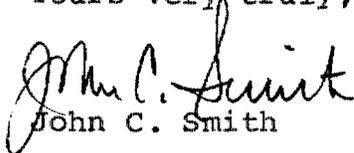
Office of the Secretary
January 12, 1977
Page 2

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

Also enclosed is a check in the amount of \$10 payable to the order of the Commission in payment of the recordation fee.

Please return to the individual presenting these documents for recordation, Mrs. Carolyn H. Kunkel, one of the enclosed documents, stamped and bearing notation as provided in Section 57.5(a) of the Commission's regulations.

Yours very truly,


John C. Smith

JCS:ed

Enc.

Interstate Commerce Commission
Washington, D.C. 20423

1/13/77

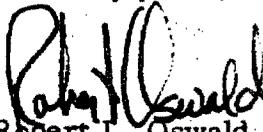
OFFICE OF THE SECRETARY

John C. Smith
Burlington Northern
176 East Fifth Street
St Paul Minnesota 55101

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 1/13/77 at 10:45am, and assigned recordation number(s) 8593-A

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

RECORDATION NO. 8393-A Filed & Recorded

JAN 12 1977 - 10 45 AM
MICHIGAN COMMERCE COMMISSION

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1976, SERIES 4

Supplemental Agreement

AGREEMENT dated as of the 12th day of January, 1977, by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a trust Company duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company), of the second part. Words defined in the Agreement hereinafter described are used herein as so defined unless otherwise expressly provided or unless the context otherwise requires.

WHEREAS, by a certain Equipment Trust Agreement dated as of December 1, 1976 (hereinafter called the Agreement) executed by the Trustee and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1976, Series 4"; and

WHEREAS, by the Agreement, the Trustee did let and lease to the Company certain units of Equipment described in Schedule A to the Agreement (hereinafter called the Original Equipment) for a term of 15 years from and after December 1, 1976, upon the terms and conditions therein specified; and

WHEREAS, pursuant to the provisions of the Agreement the Company has deemed it necessary to procure for its transportation services and to include in the trust created by the Agreement, other Equipment in lieu of certain units of Original Equipment described in Schedule A to the Agreement.

NOW, THEREFORE, pursuant to the provisions of the Agreement, Schedule A is hereby amended by deleting 10 bulkhead flat cars, 100-ton capacity, Road Nos. BN 624290 to 624299, both inclusive, and 32 high cube XP box cars, 100-ton capacity, Road Nos. BN 376458 to 376489, both inclusive, and substituting therefor 50 open top gondola cars, 100-ton capacity, Road Nos. C&S 560850 to 560899, both inclusive (hereinafter called the Substituted Equipment) and in consideration of the covenants and promises contained in the Agreement, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the acquisition of the Substituted Equipment and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement the Substituted Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all of the terms and conditions of the Agreement as though the Substituted Equipment had been a part of the Original Equipment described in the Agreement.

The Company hereby agrees to accept delivery and possession of the Substituted Equipment under the Agreement and hereby accepts the terms and conditions upon which the Substituted Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

It is understood and agreed that, except as otherwise provided in the Agreement, the title to and ownership of the Substituted Equipment 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.

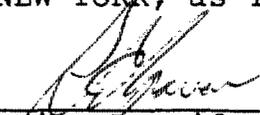
The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

This Supplemental Agreement 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 Agreement or any counterpart hereof to produce or account for any of the other

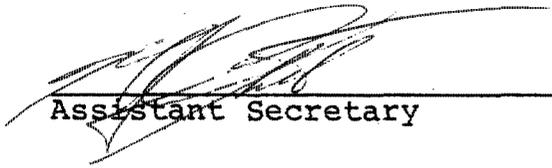
counterparts.

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

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee

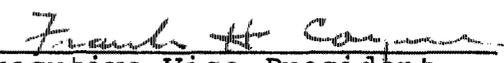
By 
Vice President

ATTEST:

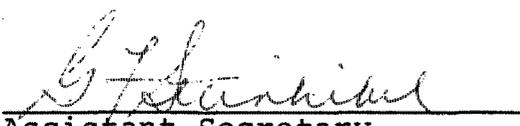

Assistant Secretary

(CORPORATE SEAL)

BURLINGTON NORTHERN INC.

By 
Executive Vice President-
Finance and Administration

ATTEST:

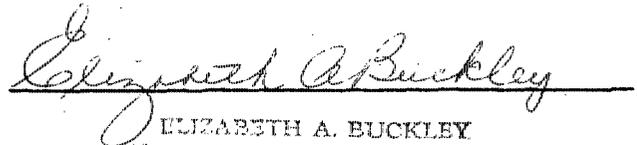

Assistant Secretary

(CORPORATE SEAL)

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 11th day of January, 1977, before me personally appeared R. E. Sparrow, to me personally known, who being by me duly sworn, says that he is a Vice President 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.

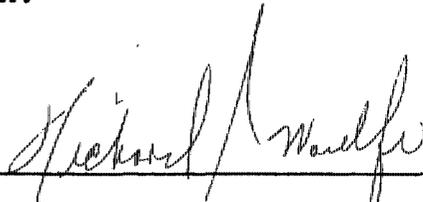
(SEAL)



ELIZABETH A. BUCKLEY
Notary Public, State of New York
Qualified in Suffolk County
Certificate Filed in New York County
No. 52-4620859
Commission Expires March 30, 1977

STATE OF MINNESOTA)
) SS.:
COUNTY OF RAMSEY)

On this 12th day of January, 1977, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn, says that he is Executive Vice President-Finance and Administration 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.



(SEAL)

