SEP 28 1970

RECORDATION NO. 5776-A Filed & Recorded

FIRST SUPPLEMENTAL
SECURITY AGREEMENT-TRUST DEED OCT 6 - 1970 -11 - AM

Re: Burlington Northern Inc. INTERSTATE COMMERCE COMMISSION
(C. B. & Q. Trust No. 6)

This First Supplemental Security Agreement-Trust Deed, dated as of October 6, 1970 from W. H. Ruskaup and Ben Maushardt, Trustees under a Trust Agreement dated as of February 13, 1970 (the "Debtor"), whose Post Office address is c/o United States Leasing International, Inc., 633 Battery Street, San Francisco, California 94111 to WELLS FARGO BANK, N.A. as Trustee (the "Secured Party"), having its principal office at 475 Sansome St., San Francisco, California 94120;

RECITALS:

1. The Debtor has heretofore executed and delivered that certain Security Agreement-Trust Deed dated as of February 13, 1970 (the "Original Security Agreement") to the Secured Party as security for the payment in full of all principal of and interest on the 9-3/4% Secured Notes, Series A of the Debtor in the principal amount of not more than $1,958,115.50 and the 9-3/4% Secured Notes, Series B of the Debtor in the principal amount of not more than $600,000 and the 9-3/4% Secured Notes, Series C of the Debtor in the principal amount of not more than $1,672,284.50 (the "Notes") issued under and pursuant to the Loan Agreements dated February 13, 1970 between the Debtor and The Regents of the University of California, State Farm Life Insurance Company and Los Angeles County Employees Retirement Association, respectively, (the "Lenders"); and

2. The said Original Security Agreement was filed for record in the office of the Secretary of the Interstate Commerce Commission at 10:10 A.M. on July 6, 1970 and has been assigned Recordation No. 5776; and

3. The Debtor desires to amend and supplement, 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, does hereby amend and supplement the Original Security Agreement by deleting from the Original Security Agreement the Schedule I attached thereto and by substituting in its stead Schedule I attached hereto and made a part hereof; and further, the Debtor, 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, secured by the Original Security Agreement, as hereby amended and supplemented, and the performance and observance of all the covenants and conditions contained in the Notes, the Original Security Agreement and the said Loan Agreements, and in each and every agreement or supplement thereto heretofore or hereafter executed, does hereby convey, warrant, mortgage, assign, pledge, grant the Secured Party, its successors in Trust and assigns, a security interest in, all and singular the Debtor's right, title and interest in and to 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 "Collateral");

DIVISION I

Equipment Collateral. Collateral includes the equipment described in Schedule I attached hereto and made a part hereof (hereinafter referred to collectively as the "Equipment" and individually as "Unit of Equipment") constituting Equipment leased and delivered under that certain Equipment Lease dated as of February 13, 1970 (the "Lease") between the Debtor, as Lessor, and Burlington Northern Inc., as successor by merger to Chicago, Burlington & Quincy Railroad Company, 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

Rental Collateral. Collateral also includes 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 (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;

The Secured Party, its successors in trust and assigns, shall have and hold the Collateral forever; provided always, however, that such security interest is granted upon the express condition that if the Debtor shall pay or cause to be paid all the indebtedness hereby secured and 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 has the right, power and authority under the Trust Agreement to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth; and the Debtor will warrant and defend the title thereto against all claims and demands of persons claiming by, through or under the Debtor (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 First 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 Security Agreement to be executed; and WELLS FARGO BANK N.A. in evidence of its acceptance of the trusts hereby created has caused this Security Agreement to be executed on its behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed, and said seal and this First Supplemental Security Agreement-Trust Deed to be attested by one of its Assistant Secretaries, all as of the day and year first above written.

W. H. Ruskaup and Ben Maushardt, as
Trustees under C. B. & Q. Trust No. 6

By Ben Maushardt

WELLS FARGO BANK, N.A.
as Trustee as aforesaid

By _____
VICE PRESIDENT

(Corporate Seal)

ATTEST: _____
Its Assistant Secretary

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

On this 1 day of October, 1970, 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.

Vickie F. Hager
Notary Public

(Seal)

My commission expires:

My Commission Expires August 19, 1974

OFFICIAL SEAL
VICKIE F. HAGER
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires August 19, 1974

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

On this 1 day of October, 1970, before me personally appeared W. E. Blanforth, to me personally known, who being by me duly sworn, says that he is the Vice President of WELLS FARGO BANK, 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.

Vickie F. Hager
Notary Public

(Seal)

My commission expires:

My Commission Expires August 19, 1974

OFFICIAL SEAL
VICKIE F. HAGER
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires August 19, 1974

DESCRIPTION OF EQUIPMENT

800 40'6" Rebuilt Boxcars bearing
Burlington Northern Road Numbers
BN 189000 to 189799, both inclusive.

Schedule I
To First Supplemental
Security Agreement-Trust Deed