

RECORDATION NO. 6088 f Filed & Recorded

MAR 17 1978 - 11 20 AM

INTERSTATE COMMERCE COMMISSION
BURLINGTON NORTHERN EQUIPMENT TRUST OF 1971, SERIES 1

Supplemental Lease of Equipment

AGREEMENT dated as of the 16th day of January, 1978, between CITIBANK, N.A. (formerly First National City Bank), a national banking association duly organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), party 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"), party of the second part,

WHEREAS, by a certain Agreement dated as of March 1, 1971, executed by Burlington Equipment Company, Vendor, Citibank, N.A., Trustee, and the Company, there was established "Burlington Northern Equipment Trust of 1971, Series 1"; and

WHEREAS, by the terms of a certain Lease of railroad equipment dated the 1st day of March, 1971, between the parties hereto, the Trustee did lease to the Company the railroad equipment described on page three of said Lease; and

WHEREAS, certain of the cars included in the railroad equipment so described have been destroyed by accident and the Company pursuant to ARTICLE SEVENTH of said Lease, pending replacement of such destroyed equipment, had deposited, in cash, with the Trustee the fair value as of the 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) 100-ton 4,600 cubic foot capacity covered hopper car bearing Burlington Northern Road No. 447581 which is to be delivered to the Company as part of the equipment included in said Trust; and

WHEREAS, pursuant to ARTICLE SEVENTH of said Lease, the parties desire to subject said 100-ton 4,600 cubic foot capacity 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 March, 1971, the Trustee has let and leased, and does hereby let and lease, to the Company one (1) 100-ton 4,600 cubic foot capacity covered hopper car bearing Burlington Northern Road No. 447581, under and subject to all the terms and conditions of said Lease of railroad equipment dated the 1st day of March, 1971, and the Company does hereby agree to accept delivery and possession of said 100-ton 4,600 cubic foot capacity covered hopper car.

2. Said car numbered 447581 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 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 March 1, 1971, among Burlington Equipment Company, Vendor, Citibank, N.A., Trustee, and Burlington Northern Inc., annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated March 1, 1971, the title to and ownership of said car No. 447581 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 hereto 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.

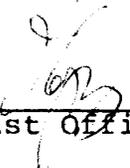
CITIBANK, N.A., as Trustee



Senior Trust Officer

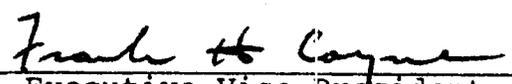
(SEAL)

ATTEST:



Trust Officer

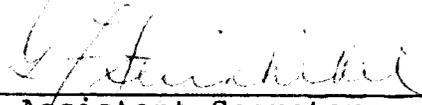
BURLINGTON NORTHERN INC.



Executive Vice President-
Finance and Administration

(SEAL)

ATTEST:



Assistant Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 13th day of February, 1978, 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.

J. H. McCarthy

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J. H. McCARTHY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires Jan. 6, 1982
■~~~~~■

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this *14th* day of *MARCH*, 1978, before me personally appeared *RALPH E. JOHNSON*, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said association; that said instrument was signed and sealed on behalf of said association 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 association.

Alice H. Shaw

ALICE H. SHAW
Notary Public, State of New York
No. 24—4846218
Qualified in Kings County
Term Expires March 30, 1979