

RECORDATION NO. 6194-C Filed & Recorded

MAR 17 1978 - 11 22 AM

INTERSTATE COMMERCE COMMISSION BURLINGTON NORTHERN INC.  
EQUIPMENT TRUST OF 1971, SERIES 2

Supplemental Lease of Equipment

AGREEMENT dated as of the 16th day of January, 1978, between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (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 (said companies collectively called the "Company"), party of the second part,

WHEREAS, by a certain Agreement dated as of June 1, 1971, executed by Burlington Equipment Company, Vendor, Morgan Guaranty Trust Company of New York, Trustee, and the Company, there was established "Burlington Northern Equipment Trust of 1971, Series 2"; and

WHEREAS, by the terms of a certain Lease of railroad equipment dated the 1st day of June, 1971, between the parties hereto, the Trustee did lease to the Company the railroad equipment described on Page 3 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, has deposited, in cash, with the Trustee the fair value as of the date of destruction of the Trust Equipment destroyed; and

WHEREAS, the Trustee, at the request of the Company, using the cash so deposited by the Company to the extent that the same is sufficient for that purpose, has purchased from FMC Corporation for replacement of said destroyed equipment one (1) 100-ton 4,600 cubic foot capacity covered hopper car bearing Burlington Northern road No. 447580; and

WHEREAS, pursuant to said 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 June, 1971, the Trustee has let and leased, and does hereby let and lease, to the Company said one (1) 100-ton 4,600 cubic foot capacity covered hopper car bearing Burlington Northern road No. 447580, 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 100-ton 4,600 cubic foot capacity covered hopper car thereunder.

2. Said car numbered 447580 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, among Burlington Equipment Company, Vendor, Morgan Guaranty Trust Company of New York, 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 June 1, 1971, the title to and ownership of said car No. 447580 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

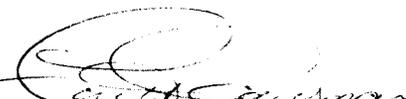
presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY OF  
NEW YORK, as Trustee

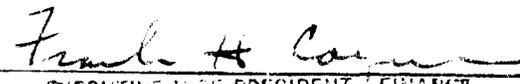
By   
Trust Officer  
E. W. Flaherty

(SEAL)

ATTEST:

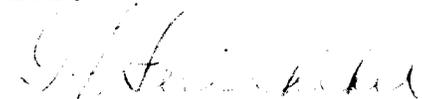
  
Assistant Secretary  
Faith A. Gausman

BURLINGTON NORTHERN INC.

By   
EXECUTIVE VICE PRESIDENT, FINANCE  
AND ADMINISTRATION

(SEAL)

ATTEST:

  
Assistant Secretary



STATE OF MINNESOTA)  
                          )  SS  
COUNTY OF RAMSEY  )

On this 13<sup>th</sup> 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 an Executive Vice President-Finance and Administration of BURLINGTON NORTHERN INC., that one of the seals 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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(NOTARIAL SEAL)

