

SUPPLEMENTAL AGREEMENT and LEASE dated as of
July 27, 1972, by and among BURLINGTON EQUIPMENT COMPANY,
a corporation duly organized and existing under the laws
of the State of Illinois (hereinafter called the "Vendor"),
of the first part, CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, a national banking association
duly incorporated and existing under the laws of the United
States of America (hereinafter called the "Trustee"), of the
second 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 third
part;

RECORDATION NO. 5909-A Filed & Recorded

AUG 14 1972 1.10

STATE OF ILLINOIS DEPARTMENT OF REVENUE

W I T N E S S E T H :

WHEREAS, by a certain agreement (hereinafter
called the "Agreement"), dated as of December 15, 1970,
entered into by and among the parties hereto, there was
constituted Burlington Northern Equipment Trust of 1970,
Series 2, in pursuance of which a lease of railroad equip-
ment (hereinafter called the "Lease"), dated as of
December 15, 1970, was entered into between the Trustee
and the Company (said railroad equipment in the Agreement
and the Lease being therein and herein called the "Trust
Equipment"), and

WHEREAS, the aggregate final cost of all the Trust
Equipment acquired by the Vendor, and heretofore delivered

to the Trustee, as specifically described in the Lease is less than the estimated cost of \$12,383,000 as set forth in said Agreement and Lease, and

WHEREAS, the Vendor, pursuant to the terms of said Agreement and Lease, is required to acquire, and has caused to be acquired, additional equipment to be transferred to the Trustee subject to all the terms of said Agreement and Lease in order that the cost of all the Trust Equipment acquired by the Vendor and transferred to the Trustee shall not be less than said estimated cost of \$12,383,000;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The description of the Trust Equipment contained in said Lease is hereby amended by adding thereto the following:

<u>No. of Units</u>	<u>Description of Equipment</u>	<u>Estimated Cost Per Unit</u>	<u>Road No.</u>
1	bulkhead flat car	\$25,329.00	629497

2. The Trustee agrees to accept said additional equipment hereinabove described and does hereby let and lease the same to the Company under the Lease, as and when title thereto shall be vested in the Trustee upon and subject to all the terms and conditions of the Agreement and Lease, with like effect as if said additional equipment had been a part of the original Trust Equipment described in the Lease.

3. The Company hereby accepts the lease of said additional equipment and agrees to accept delivery and possession thereof upon the terms and conditions stated in the Agreement and the Lease, and covenants and agrees to abide by and perform all the terms and conditions of the Agreement and the Lease as hereby amended and supplemented.

4. This Supplemental Agreement and Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Vendor, 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 to be hereunto affixed, duly attested, as of the day and year first above written.

BURLINGTON EQUIPMENT COMPANY

By W.K. Bush
Vice President

(SEAL)

Attest:

[Signature]
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By V. E. Bedingfield
Trust Officer
SECOND VICE PRESIDENT

(SEAL)

Attest:

[Signature]
J. C. MULL, JR.
Assistant Secretary
TRUST OFFICER



BURLINGTON NORTHERN INC.

(SEAL)

By W.K. Bush
Vice President

Attest:

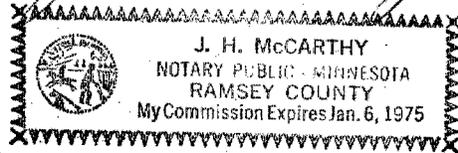
J. Adams
Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 27th day of July, 1972, before me personally appeared W. K. BUSH, to me personally known, who, being by me duly sworn, says that he is Vice President of BURLINGTON EQUIPMENT COMPANY, 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

(NOTARIAL)
(SEAL)



ILLINOIS
STATE OF ~~NEW YORK~~)
 COOK) SS
COUNTY OF ~~NEW YORK~~)

On this *31st* day of *July*, 1972, before me personally appeared *V. E. BEDINGFIELD*, to me personally known, who, being by me duly sworn, says that he is a ~~Trust Officer~~ *SECOND VICE PRESIDENT* of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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. J. Powell J. J. POWELL

(NOTARIAL)
(SEAL)

My Commission Expires April 26, 1976

