

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1974, SERIES 3

RECORDATION NO. 7739-A Filed & Recorded

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Supplemental Agreement

~~INTERSTATE COMMERCE COMMISSION~~ AGREEMENT dated as of the 16th day of January, 1978,

by and between FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized and existing under the laws of the State of Minnesota (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 Equipment Trust Agreement dated as of January 1, 1975 (hereinafter called the "Agreement") executed by the Trustee and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1974, Series 3"; and

WHEREAS, by the Agreement, the Trustee did let and lease to the Company certain units of railroad equipment described in Schedule A to the Agreement (hereinafter called the "Trust Equipment") for a term of 15 years from and after January 1, 1975, upon the terms and conditions therein specified; and

WHEREAS, certain of the units included in the Trust Equipment so described have been destroyed and the Company pursuant to Section 4.07 of the Agreement, pending replacement of such destroyed Trust Equipment, has 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 the Agreement the Company now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, for replacement of said destroyed Trust Equipment one (1) caboose bearing road Nos. FW&D174 (hereinafter called the "Additional Equipment");

NOW, THEREFORE, 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 Additional Equipment and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Trust Equipment described in the Agreement.

The Company hereby agrees to accept delivery and possession of the Additional Equipment under the Agreement and hereby accepts the terms and conditions upon which the Additional 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.

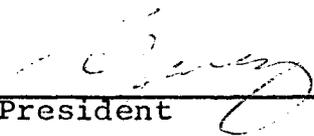
It is understood and agreed that, except as otherwise provided in the Agreement, the title to and ownership of the Additional Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

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.

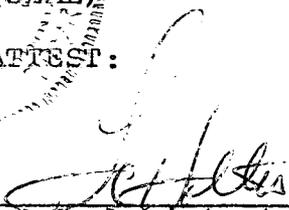
IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

FIRST TRUST COMPANY OF SAINT PAUL,
as Trustee

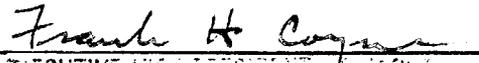
By 
Vice President

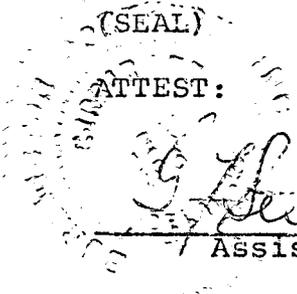


ATTEST:


Assistant Secretary

BURLINGTON NORTHERN INC.

By 
EXECUTIVE VICE PRESIDENT - FINANCE
AND ADMINISTRATION



ATTEST:


Assistant Secretary

