

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1977, SERIES 1

RECORDATION NO. 8761-A Filed & Recorded

Supplemental Agreement

MAR 17 1978 - 11 22 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT dated as of the 16th day of January, 1978, by and between FIRST TRUST COMPANY OF ST. PAUL, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the Trustee), 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), of the second part. Words defined in the Agreement hereinafter described are used herein as so defined unless otherwise expressly provided or unless the context otherwise requires.

WHEREAS, by a certain Equipment Trust Agreement dated as of April 1, 1977 (hereinafter called the Agreement) executed by the Trustee and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1977, Series 1"; and

WHEREAS, by the Agreement, the Trustee did let and lease to the Company certain units of Equipment described in Schedule A to the Agreement (hereinafter called the Original Equipment) for a term of 15 years from and after April 1, 1977, upon the terms and conditions therein specified; and

WHEREAS, pursuant to the provisions of the Agreement the Company has deemed it necessary to procure for its transportation services and to include in the trust created by the Agreement, other Equipment in addition to the units of Original Equipment described in Schedule A to the Agreement.

NOW, THEREFORE, pursuant to the provisions of the Agreement, Schedule A is hereby amended by adding three (3) cabooses, lettered and numbered FW&D176-FW&D178 and six (6) 100-ton 4,600 cubic foot capacity covered hopper cars, lettered and numbered BN447550-BN447555, inclusive (hereinafter called the Substituted Equipment) and 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 Substituted Equipment and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement the Substituted Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all of the terms and conditions of the Agreement as though the Substituted Equipment had been a part of the Original Equipment described in the Agreement.

The Company hereby agrees to accept delivery and possession of the Substituted Equipment under the Agreement

and hereby accepts the terms and conditions upon which the Substituted 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 Substituted 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.

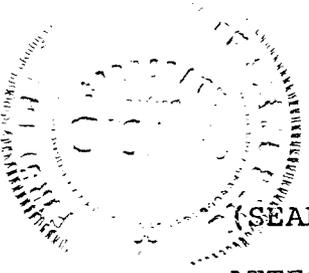
This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto

affixed as of the day and year first written.

FIRST TRUST COMPANY OF SAINT PAUL,
as Trustee

By *[Signature]*
Vice President



(SEAL)

ATTEST: *[Signature]*
Assistant Secretary

BURLINGTON NORTHERN INC.

By *[Signature]*
EXECUTIVE VICE PRESIDENT IN CHARGE
AND ADMINISTRATION



(SEAL)

ATTEST: *[Signature]*
Assistant Secretary

