

RECORDATION NO. 7478-B Form 1425
OCT 25 1979 - 1 25 PM
INTERSTATE COMMERCE COMMISSION

7478
Executed in 7 Counterparts of
which this is Counterpart No. 2

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1974, SERIES 1

Supplemental Agreement

AGREEMENT dated as of the 1st day of October, 1979, by and 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 (hereinafter called the "Company"), party of the second part.

WHEREAS, by a certain Equipment Trust Agreement dated as of April 15, 1974 (hereinafter called the "Agreement"), executed by the Trustee and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1974, Series 1"; 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 as amended (hereinafter called the "Trust Equipment") for a term of 15 years from and after April 15, 1974, 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 four (4) 30' Wide Vision All Steel Caboose Cars bearing road Nos. BN 12312, 12313, 12314 and 12315 (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.

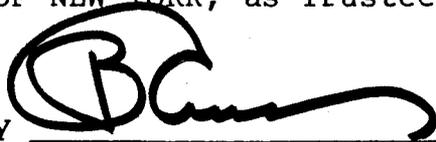
It is understood and agreed that, except as otherwise provided in the Agreement, the title to and ownership of the Additional Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

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.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee

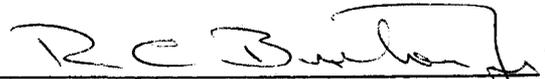
By 
Trust Officer
P. J. Crooks

(SEAL)

ATTEST:


Assistant Secretary
Faith A. Gausman

BURLINGTON NORTHERN INC.

By 
Vice President and Treasurer

(SEAL)

ATTEST:

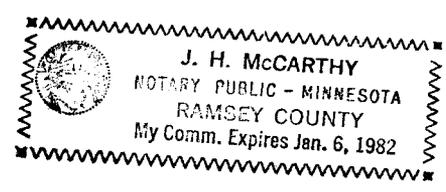

Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this *9th* day of *October*, 1979, before me personally appeared R. C. Burton, Jr., to me personally known, who being by me duly sworn, says that he is Vice President and Treasurer 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

(SEAL)



STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this *15th* day of *October*, 1979, before me personally appeared **P. J. Crooks**, to me personally known, who being by me duly sworn, says that he is a Trust Officer of Morgan Guaranty Trust Company of New York, 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.



(SEAL)

NOTARY PUBLIC, State of New York
No. 81-4349515
Qualified in New York County
Commission Expires March 30, 1981