BURLINGTON NORTHERN INC.

RECORDATION NO. 8296-C Filed 1425

AUG 17 1982 2 35 PM

INTERSTATE COMMERCE COMMISSION

August 12, 1982

Ms. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Burlington Northern Inc. Equipment Trust of 1976, Series 2

Dear Secretary Mergenovich:

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act, are three counterparts of a Supplemental Agreement dated July 26, 1982, supplementing the above-entitled Trust.

The Equipment Trust Agreement constituting the above Equipment Trust was recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act and assigned recordation numbers as follows:

> Burlington Northern Inc. Equipment Trust of 1976, Series 2 recorded with the Interstate Commerce Commission on April 21, 1976 - ICC Recordation No. 8296

A general description of the equipment covered by the enclosed Supplemental Agreement is as follows:

> Eight (8) 100-ton, 2,200 cubic foot Double Hopper Cars; Portec, Inc., Rail Car Division, Builder; Road numbers 953950 through 953957, inclusive.

The names and addresses of the parties to the Supplemental Agreement are as follows:

> Citibank, N.A.
> Corporate Trust Department
> 5 Hanover Square, 14th Floor
> New York, NY 10043, Trustee
>
> Burlington Northern Railroad Company
> (formerly Burlington Northern Inc.)
> 176 E. Fifth Street
> St. Paul, MN 55101

Counterparts Steve Paul Russell

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The $10.00 fee for your services is included in the enclosed check for $120.00 which covers recordation of twelve separate Supplemental Agreements.

Please stamp the enclosed copy of this letter and two counterparts of the Agreement with the recordation data of the Commission and return it to the bearer of this letter:

Mrs. Carolyn Kunkel
Kunkel Transportation Services Inc.
Pennsylvania Building, Suite 523
425 - 13th Street, N.W.
Washington, D.C. 20004

Very truly yours,

Anne van Heusden

Anne van Heusden
Office Manager, Law
(206) 625-6769

Enclosures

RECORDATION NO. 8396-C Filed 1425

AUG 17 1982 -2 35 PM

INTERSTATE COMMERCE COMMISSION

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

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1976, SERIES 2

Supplemental Agreement

AGREEMENT dated as of the 26th day of July, 1982, between CITIBANK, N.A., a national banking association duly organized and existing under the laws of the United States of America, as Trustee (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN RAILROAD COMPANY (formerly 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 May 13, 1976, executed by the Trustee and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1976, Series 2"; and

WHEREAS, by the terms of said Equipment Trust Agreement, the Trustee did lease to the Company the railroad equipment described in Schedule A to said Equipment Trust Agreement; and

WHEREAS, certain of the cars included in the railroad equipment so described have been destroyed by accident and the Company pursuant to Section 4.07 of said Equipment Trust Agreement, 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 the purpose, has purchased from Portec Inc., Rail Car Division, for replacement of said destroyed equipment eight (8) 100-ton, 2,200 cubic foot Double Hopper cars bearing Burlington Northern Road Nos. BN 953950 through BN 953957, inclusive; and

WHEREAS, pursuant to Section 4.07 of said Equipment Trust Agreement, the parties desire to subject said Double Hopper cars to the terms and conditions of said Equipment Trust Agreement;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Article Four of said Equipment Trust Agreement dated the 13th day of May, 1976, the Trustee has let and leased, and does hereby let and lease, to the Company said 100-ton, 2,200 cubic foot Double Hopper cars bearing Burlington Northern Road Nos. BN 953950 through BN 953957, inclusive, under and subject to all the terms and conditions of said Equipment Trust Agreement dated the 13th day of May, 1976, and the Company does hereby agree to accept delivery and possession of said cars thereunder.

2. Said car Nos. BN 953950 through BN 953957, inclusive, shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company in all

respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Equipment Trust Agreement, and shall be subject to all the terms and conditions of that certain Equipment Trust Agreement dated May 13, 1976, between the Company and the Trustee.

3. It is understood and agreed that except as otherwise provided in said Equipment Trust Agreement, dated May 13, 1976, the title to and ownership of said car Nos. BN 953950 through BN 953957, inclusive, 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 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.

5. 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.

CITIBANK, N.A., as Trustee

By _____
Senior Trust Officer

(SEAL)

ATTEST:

By _____
Trust Officer

BURLINGTON NORTHERN RAILROAD COMPANY

By _____
Vice President

(SEAL)

ATTEST:

_____
Assistant Secretary

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 28th day of July, 1982, before me personally appeared J. B. Parrish, to me personally known, who being by me duly sworn, says that he is a Vice President of Burlington Northern Railroad Company; 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.

Anne van Heusden
Notary Public in and for
the State of Washington,
residing at Bellevue

(SEAL)

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

On this 10th day of AUGUST, 1982, before me personally appeared Ralph E. Johnson, to me personally known, who being by me duly sworn, says that he is Senior Trust Officer of Citibank, N.A.; 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.

(SEAL)

RICHARD BALEKDJIAN
Notary Public, State of New York
No. 41—4748413
Qualified in Queens County
Cert. Filed in New York County
Commission Expires March 30, 1983