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February 25, 2008

Mr. Dennis Pierce
General Chairman, BLET
801 Cherry Street, Suite 1010, Unit 8
Fort Worth, TX 76102

Mr. Pat Williams
General Chairman, BLET
101 N. Beverly
Crowley, TX 76036

Mr. Rick Gibbons
General Chairman, BLET
P.O. Box 28066
Kansas City, MO 64188-0066

Mr. Austin Morrison
General Chairman, BLET
7637 Canyon Drive
Amarillo, TX 79110

Re: BLET/BNSF 2007 Agreement/Article 1/Profit Sharing

Gentlemen:

This is in reference to our recent conference where we discussed BLET's letter dated January 31, 2008 concerning the 2007 Profit Sharing payout. In conference, BNSF shared the PS/ICP Goals for 2008 with BLET and also shared a comparison of those goals to the PS/ICP Goals and actual results for 2006 and 2007. Following our discussions and comparison of those goals, the following agreement was reached pending BLET ratification.

Article 1(B) of the 2007 BLET/BNSF On Property Agreement will be modified as follows:

The 2008 deadline for BLET to provide written notice to BNSF of its intention to "snap back" BNSF engineers' wage rates by 2% pursuant to Article 1(B)(2) of the 2007 Agreement will be extended until May 30, 2008. This extension is to allow BNSF engineers to review the Company's publicly announced first quarter financial results for 2008 prior to making their determination on the "snap back" option. Those results are currently expected to be available on or about April 29, 2008.

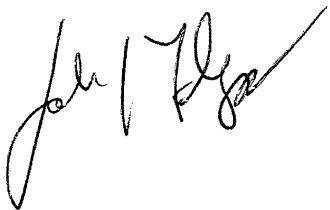
In the event BLET wishes to "snap back" after reviewing BNSF's first quarter financial results, BLET will advise BNSF in writing on or before May 30, 2008, and the applicable standard basic daily rates (and trip rates as applicable) in effect on May 30, 2008 will be increased by two (2) percent in the same manner for a typical GWI in the 2007 BLET National Agreement, except that such computation and application shall be effective June 30, 2008. In the event this snap back election is properly exercised, each affected engineer shall be eligible for six months' (prorated) profit sharing based on the ICP payout for performance year 2008 (with

a maximum of 12.08 percent of eligible earnings for the period January 1, 2008 through June 30, 2008), but shall receive no wage increase "backpay" based on the snap back exercise corresponding to any period preceding July 1, 2008. In such event, all engineers' eligibility for the additional profit sharing otherwise provided for in Article 1(A) of the 2007 BLET/BNSF Agreement, based on any performance period subsequent to June 30, 2008 will cease entirely.

However, should BLET advise on or before May 30, 2008 that BLET does not wish to "snap back" in 2008 as described above, an additional one-time right to cancel the 2007 addition to engineers' participation in the Profit Sharing plan created by the 2007 BLET/BNSF On Property Agreement will be afforded BLET in 2009. To effect this one-time election, BLET must provide written notice to BNSF of its intention to do so and deliver such written notice between May 1, 2009 and May 30, 2009. If BLET still wishes to "snap back" after reviewing BNSF's 2009 publicly announced first quarter financial results, BLET will advise BNSF in writing on or before May 30, 2009 and the applicable standard basic daily rates (and trip rates as applicable) in effect on May 30, 2009 will be increased by two (2) percent in the same manner for a typical GWI in the 2007 BLET National Agreement, except that such computation and application shall be effective June 30, 2009. In the event this snap back election is properly exercised, each affected engineer shall be eligible for six months' (prorated) profit sharing based on the ICP payout for performance year 2009 (with a maximum of 12.08 percent of eligible earnings for the period January 1, 2009 through June 30, 2009), but shall receive no wage increase "backpay" based on the snap back exercise, corresponding to any period preceding July 1, 2009. In such event, all engineers' eligibility for the additional profit sharing otherwise provided for in Article 1(A) of the 2007 BLET/BNSF Agreement, based on any performance period subsequent to June 30, 2009 will cease entirely.

Nothing in this Letter Agreement in any way alters any agreement other than Article 1, Section B of the June 26, 2007 Memorandum of Agreement.

Sincerely,



Accepted:

DRP
General Chairman

PJW
General Chairman

AGM
General Chairman

RCG
General Chairman