UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8−K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 16, 2010 (February 11, 2010)

Burlington Northern Santa Fe, LLC

(Exact name of registrant as specified in charter)

Delaware	1−11535	27−1754839
(State of Incorporation or Organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

2650 Lou Menk Drive, Fort Worth, Texas	76131
(Address of Principal Executive Offices)	(Zip Code)

(800) 795−2673
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8−K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a−12 under the Exchange Act (17 CFR 240.14a−12)

☐ Pre−commencement communications pursuant to Rule 14d−2(b) under the Exchange Act (17 CFR 240.14d−2(b))

☐ Pre−commencement communications pursuant to Rule 13e−4(c) under the Exchange Act (17 CFR 240.13e−4(c))

Item 2.01. Completion of Acquisition or Disposition of Assets.

On February 12, 2010, pursuant to the Agreement and Plan of Merger, dated as of November 2, 2009 (the "Merger Agreement"), by and among Burlington Northern Santa Fe Corporation, a Delaware corporation (the "Company"), Berkshire Hathaway Inc., a Delaware corporation ("Berkshire"), and R Acquisition Company, LLC, a Delaware limited liability company wholly owned by Berkshire ("Merger Sub"), the Company merged with and into Merger Sub (the "Merger"), with Merger Sub surviving as a wholly owned subsidiary of Berkshire. Upon consummation of the Merger, Merger Sub changed its name to "Burlington Northern Santa Fe, LLC" ("BNSF").

Immediately prior to completion of the Merger, Berkshire and its affiliates and associates owned 76,777,029 shares of BNSF common stock, representing approximately 22.5% of the total issued and outstanding shares of BNSF common stock. As a result of the Merger, each share of common stock of the Company, par value $0.01 per share (the "Company Common Stock"), other than shares owned by Berkshire, the Company or any of their respective subsidiaries, were converted into the right to receive, at the election of the stockholder (subject to the proration and reallocation procedures described in the Merger Agreement), either (i) $100.00 in cash, without interest, or (ii) a portion of a share of Berkshire Class A common stock equal to the exchange ratio, which was calculated by dividing $100.00 by the average of the daily volume–weighted average trading prices per share of Berkshire Class A common stock over the ten trading day period ending on the second full trading day prior to completion of the Merger. Fractional shares of Berkshire Class A common stock were not issued in the Merger. Instead, shares of Berkshire Class B common stock were issued in lieu of fractional shares of Berkshire Class A common stock, and cash was paid in lieu of fractional shares of Berkshire Class B common stock.

Approximately 60% of the total merger consideration payable by Berkshire to stockholders of the Company is in the form of cash and approximately 40% is in the form of Berkshire common stock. Berkshire used its own working capital and the proceeds from the issuance of $8 billion of new senior notes to finance the cash portion of the merger consideration.

The description of the Merger Agreement contained in this Item 2.01 does not purport to be complete and is subject to and qualified in its entirety by reference to the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1, the terms of which are incorporated by reference herein.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off−Balance Sheet Arrangement of a Registrant.

Fifth Supplemental Indenture to the 1995 Indenture

In connection with the Merger, the Company and Merger Sub have executed and delivered to The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association (as successor in interest to J.P. Morgan Trust Company, National Association, as successor in interest to Bank One Trust Company, N.A., as successor in interest to The First National Bank of Chicago), as trustee (the "1995 Indenture Trustee"), a Fifth Supplemental Indenture, dated as of February 11, 2010 (the "Fifth Supplemental Indenture"), in accordance with that certain indenture dated as of December 1, 1995 (as amended and supplemented from time to time, the "1995 Indenture") between the Company and the 1995 Indenture Trustee.

Pursuant to the Fifth Supplemental Indenture, effective upon consummation of the Merger, Merger Sub assumed the Company's obligations for the due and punctual payment of the principal of and any premium and interest on all outstanding securities issued pursuant to the 1995 Indenture and the performance or observance of each other obligation or covenant of the 1995 Indenture on the part of the Company to be performed or observed.

As of February 12, 2010, the following 22 series of notes and debentures had been issued by the Company under the 1995 Indenture prior to the Merger:

1. $750,000,000 4.700% Notes due October 1, 2019
2. $200,000,000 6.75% Debentures due March 15, 2029
3. $200,000,000 6.70% Debentures due August 1, 2028
4. $200,000,000 8.125% Debentures due April 15, 2020
5. $275,000,000 7.95% Debentures due August 15, 2030
6. $400,000,000 6.75% Notes due July 15, 2011
7. $300,000,000 5.90% Notes due July 1, 2012
8. $250,000,000 4.875% Notes due January 15, 2015
9. $300,000,000 6.20% Debentures due August 15, 2036
10. $650,000,000 5.65% Debentures due May 1, 2017
11. $650,000,000 6.15% Debentures due May 1, 2037
12. $650,000,000 5.75% Notes due March 15, 2018
13. $500,000,000 7.00% Notes due February 1, 2014
14. $200,000,000 6.875% Debentures due December 1, 2027

15. $200,000,000 7.25% Debentures due August 1, 2097

16. $250,000,000 4.30% Notes due July 1, 2013

17. $300,000,000 7.125% Notes due December 15, 2010

18. $200,000,000 Puttable Reset Securities due May 13, 2029

19. $200,000,000 7.29% Debentures due June 1, 2036

20. $175,000,000 6.875% Debentures due February 15, 2016

21. $350,000,000 7.00% Debentures due December 15, 2025

22. $175,000,000 6.53% Medium−Term Notes, Series A due July 15, 2037

A copy of the Fifth Supplemental Indenture is attached hereto as Exhibit 4.1. The foregoing description of the Fifth Supplemental Indenture does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Fifth Supplemental Indenture, the terms of which are incorporated by reference herein.

Second Supplemental Indenture to the 2005 Indenture

In connection with the Merger, the Company and Merger Sub have executed and delivered to U.S. Bank Trust National Association, a national banking association, as trustee (the "2005 Indenture Trustee"), a Second Supplemental Indenture, dated as of February 11, 2010 (the "Second Supplemental Indenture"), in accordance with that certain indenture dated as of December 8, 2005 (as amended and supplemented from time to time, the "2005 Indenture") between the Company and the 2005 Indenture Trustee.

Pursuant to the Second Supplemental Indenture, effective upon consummation of the Merger, Merger Sub assumed the Company's obligations for the due and punctual payment of the principal of and any premium and interest on all outstanding securities issued pursuant to the 2005 Indenture and the performance or observance of each other obligation or covenant of the 2005 Indenture on the part of the Company to be performed or observed.

As of February 12, 2010, the following series of notes and debentures had been issued by the Company under the 2005 Indenture prior to the Merger:

1. $500,000,000 6.613% Fixed/Floating Rate Junior Subordinated Notes due 2055

A copy of the Second Supplemental Indenture is attached hereto as Exhibit 4.2. The foregoing description of the Second Supplemental Indenture does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Second Supplemental Indenture.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

As a result of the Merger, all shares of Company Common Stock have been delisted from the New York Stock Exchange (the "NYSE").

Accordingly, on February 16, 2010, at BNSF's request, the NYSE filed with the Securities and Exchange Commission (the "SEC") a "Notification of Removal from Listing and/or Registration under Section 12(b) of the Securities Exchange Act of 1934", on Form 25, in order to effect the delisting of the Company Common Stock from the NYSE and the deregistration of the Company Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Additionally, BNSF intends to file with the SEC a "Certification and Notice of Termination of Registration under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934", on Form 15, ten days after the filing of the Form 25, requesting the termination of registration under Section 12(g) of the Exchange Act.

Item 3.03. Material Modifications to Rights of Security Holders.

Upon consummation of the Merger, each share of Company Common Stock was converted into the right to receive, at the election of the stockholder and subject to certain proration and reallocation procedures, cash or Berkshire common stock, as further described above in Item 2.01. The information set forth in Item 2.01, Item 2.03 and Item 5.03 of this Current Report on Form 8−K is incorporated by reference herein.

Item 4.01. Changes in Registrant's Certifying Accountant.

PricewaterhouseCoopers LLP ("PwC") was dismissed on February 16, 2010 as the independent registered public accounting firm of Burlington Northern Santa Fe Corporation (the "Company"). The Board of Managers of Burlington Northern Santa Fe, LLC ("BNSF") approved PwC's dismissal.

The reports of PwC on the financial statements of the Company as of and for the fiscal years ended December 31, 2009 and 2008 did not contain any adverse opinion or disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope, or accounting principle. During the Company's fiscal years ended December 31, 2009 and 2008, and through February 16, 2010, the date of the dismissal of PwC, (i) there were no disagreements with PwC on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to PwC's satisfaction, would have caused PwC to make reference to the subject matter of the disagreement in connection with its reports on the financial statements of the Company for such years, and (ii) there were no reportable events of the type described in Item 304(a)(1)(v) of Regulation S−K.

BNSF has provided PwC with a copy of the foregoing disclosure and requested that PwC furnish BNSF with a letter addressed to the SEC stating whether it agrees with such disclosure. A copy of PwC's letter is attached hereto as Exhibit 16.1.

Item 5.01. Changes in Control of Registrant.

As a result of the Merger, the Company merged with and into Merger Sub, an indirect wholly owned subsidiary of Berkshire and, accordingly, a change in control with respect to the Company occurred on February 12, 2010. The information set forth in Item 2.01 of this Current Report on Form 8−K is incorporated by reference herein.

Item 5.03. Amendment of Articles of Incorporation or Bylaws; Change in Fiscal Year.

As a result of the Merger, the Certificate of Formation of Merger Sub, as amended by the Certificate of Merger filed with the Delaware Secretary of State on February 12, 2010, became the Certificate of Formation of BNSF. The amended version of the Certificate of Formation is attached as Exhibit 3.1 hereto and is incorporated herein by reference.

The Amended and Restated Limited Liability Company Operating Agreement (the "Operating Agreement") of BNSF, adopted by National Indemnity Company as the sole member of BNSF, became effective as of February 12, 2010. The Operating Agreement completely amended and restated that certain Limited Liability Company Operating Agreement of R Acquisition Company, LLC, dated as of November 2, 2009. The Operating Agreement is attached as Exhibit 3.2 hereto and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibit
2.1	Agreement and Plan of Merger, dated as of November 2, 2009, by and among Berkshire Hathaway Inc., R Acquisition Company, LLC and Burlington Northern Santa Fe Corporation (filed as Exhibit 2.1 to the Company's Current Report on Form 8−K dated as of November 3, 2009; incorporated herein by reference)
3.1*	Certificate of Formation of Burlington Northern Santa Fe, LLC, as amended by the Certificate of Merger of Burlington Northern Santa Fe Corporation into R Acquisition Company, LLC, filed with the Delaware Secretary of State on February 12, 2010
3.2*	Amended and Restated Limited Liability Company Operating Agreement of Burlington Northern Santa Fe, LLC, effective as of February 12, 2010

4.1*	Fifth Supplemental Indenture, dated as of February 11, 2010, by and among Burlington Northern Santa Fe Corporation, R Acquisition Company, LLC and The Bank of New York Mellon Trust Company, N.A.
4.2*	Second Supplemental Indenture, dated as of February 11, 2010, by and among Burlington Northern Santa Fe Corporation, R Acquisition Company, LLC and U.S. Bank Trust National Association
16.1*	Letter from PricewaterhouseCoopers LLP addressed to the Securities and Exchange Commission, dated as of February 16, 2010

* Filed herewith.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BURLINGTON NORTHERN SANTA FE, LLC

Date: February 16, 2010

By: /s/ James H. Gallegos
Name: James H. Gallegos
Title: Vice President – Corporate General Counsel

Exhibit 3.1

CERTIFICATE OF FORMATION

OF

R ACQUISITION COMPANY, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

1. The name of the limited liability company is R ACQUISITION COMPANY, LLC (the "Company").

2. The name and address of the registered agent and the registered office of the Company required to be maintained by Section 104 of the Delaware Limited Liability Company Act are Corporation Service Company –2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the County of New Castle.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of this 2nd day of November, 2009.

/s/ Kate A. Cregor
Kate A. Cregor
Authorized Person

CERTIFICATE OF MERGER
OF
BURLINGTON NORTHERN SANTA FE CORPORATION
(a Delaware corporation)
INTO
R ACQUISITION COMPANY, LLC
(a Delaware limited liability company)

Pursuant to Section 264(c) of the General Corporation Law of the State of Delaware, 8 Del. C. § 101, et seq. (the "GCL") and Section 18−209 of the Delaware Limited Liability Company Act, 6 Del. C. § 18−101, et seq. (the "LLC Act"), the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which are to merge are as follows:

Name	Jurisdiction of Formation or Organization
R Acquisition Company, LLC	Delaware
Burlington Northern Santa Fe Corporation	Delaware

SECOND: The Agreement and Plan of Merger, dated November 2, 2009, has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation in accordance with Section 264(c) of the GCL, Section 18−209 of the LLC Act and, with respect to the merging corporation, Section 228 of the GCL.

THIRD: The name of the surviving limited liability company is R Acquisition Company, LLC.

FOURTH: The merger is to be effective at the time this Certificate of Merger is filed with the Delaware Secretary of State.

FIFTH: Article 1 of the Certificate of Formation of R Acquisition Company, LLC is hereby amended and replaced in its entirety with the following:

1. The name of the limited liability company is "Burlington Northern Santa Fe, LLC" (the "Company").

SIXTH: The Agreement and Plan of Merger is on file at 3555 Farnam Street, Omaha, Nebraska 68131, the place of business of the surviving limited liability company.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability company or stockholder of the constituent corporation.

IN WITNESS WHEREOF, said limited liability company has caused this Certificate of Merger to be signed by an authorized person, on the 12th day of February, 2010.

R ACQUISITION COMPANY, LLC

By: National Indemnity Company
Its: Authorized Person

By: /s/ Marc D. Hamburg
Name: Marc D. Hamburg
Title: Chairman of the Board

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

BURLINGTON NORTHERN SANTA FE, LLC

This Amended and Restated Limited Liability Company Operating Agreement (this "Agreement") of Burlington Northern Santa Fe, LLC (formerly known as R Acquisition Company, LLC), a Delaware limited liability company (the "Company"), is adopted by National Indemnity Company (the "Sole Member"), the sole member of the Company, effective as of February 12, 2010, and it completely amends and restates that certain Limited Liability Company Operating Agreement of R Acquisition Company, LLC, dated November 2, 2009.

1. Formation of the Company. The Sole Member formed the Company on November 2, 2009 as a limited liability company in accordance with the Delaware Limited Liability Company Act, 6 Del. C. § 18−101 et seq. (the "Act").

2. Name. The name of the Company is "Burlington Northern Santa Fe, LLC". The Company may conduct business under this name or any other name approved by the Sole Member.

3. Business Purpose. The Company may engage in any lawful activity for which a limited liability company may be organized under the Act.

4. Registered Agent and Office. The Company's registered office and registered agent for service of process in the State of Delaware pursuant to Section 18−104 of the Act shall be Corporation Service Company – 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the County of New Castle. The identity of the Company's registered agent and the location of the Company's registered office may be changed at will by the Sole Member.

5. Principal Office. The principal office of the Company shall be located at 3555 Farnam Street, Suite 1440, Omaha, NE 68131. The location of the Company's principal office may be changed at will by the Sole Member. In addition, the Company may maintain offices and places of business at such other place or places within or outside the State of Delaware as the Sole Member or the Board (as defined below) deems advisable in its sole discretion.

6. Term. The term of the Company will be perpetual, unless sooner terminated and wound up in accordance with the Act.

7. Operating Provisions. Until such time as the Sole Member shall agree to admit any additional members to the Company, the provisions of this Agreement shall be identical to the provisions set forth in the Act to govern Delaware limited liability companies which do not adopt a written operating agreement, except to the extent otherwise provided herein.

8. Management of the Company.

(a) Board of Managers. The Company shall be managed by a Board of Managers (the "Board"). The number of managers on the Board (each, a "Manager") shall be no less than one and no more than ten. The Managers shall be designated from time to time by the Sole Member, which may remove and replace any Manager (or dissolve the entire Board) at any time, in its sole discretion. As of the date hereof, there shall be seven Managers, as follows: Warren E. Buffett, Marc D. Hamburg, Matthew K. Rose, Thomas N. Hund, Carl R. Ice, John P. Lanigan, Jr. and Roger Nober. A majority of the Managers on the Board shall constitute a quorum. Each Manager shall have one vote, and an action of the Board shall require the affirmative votes of a majority of the quorum. The Board may also act by unanimous written consent of the Managers. The Board may delegate authority to one or more Managers, officers, employees, agents or representatives of the Company as it may from time to time deem appropriate. The Board shall hold regular meetings at the times, dates and places (including, if it so desires, by telephone or video conference) that are established by the Board. Special meetings of the Board may be called by any Manager. Notice of any regular or special meeting must be delivered to each Manager by telephone, facsimile, e−mail or a nationally recognized overnight courier service no later than three business days before the meeting. The attendance of a Manager at a meeting shall constitute waiver of notice of such meeting. No person shall receive any compensation for his or her service as a Manager, although the Company will reimburse Managers for their out−of−pocket expenses incurred in attending Board meetings.

(b) Officers. As of the date hereof, the officers of the Company shall be the same as those who were serving as the officers of Burlington Northern Santa Fe Corporation ("Old BNSF") immediately prior to the "Effective Time," as defined in that certain Agreement and Plan of Merger, dated as of November 2, 2009, by and among the Company, Old BNSF and Berkshire Hathaway Inc. The Board may appoint other officers, who shall have such titles and duties as are determined by the Board, and it may remove and replace any officer at any time, in the Board's sole discretion. Officers shall serve until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal. Except as may be limited by the Board or by a superior officer, the officers of the Company shall have the power to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary to carry on the business of the Company.

(c) Duties. The duties of each Manager and officer to the Company shall be the same as the duties owed to a Delaware corporation by a director or officer of that corporation, as applicable, under Delaware law; provided that the personal liability of the Managers and officers to the Company for a breach of their duties is hereby eliminated to the same maximum extent that it may be eliminated for the directors of a Delaware corporation under Delaware law.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Sole Member nor any Manager or officer shall be obligated for any such debt, obligation or liability of the Company by reason of being or having been a member, Manager or officer of the Company.

10. Indemnification. The Company shall indemnify the Sole Member and its affiliates, employees, owners and agents to the maximum extent permitted by the Act. In addition, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, demand, action, suit or proceeding because he or she is or was a Manager or officer of the Company or is or was serving in another position at the request of the Company, to the maximum extent any such person could be indemnified by a Delaware corporation under Delaware law. To the fullest extent permitted by applicable law, expenses (including attorneys' fees) incurred by a person indemnified under this Section 10 defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding; provided, however, that such payment of expenses in advance of the final disposition of the claim, demand, action, suit or proceeding shall be made only upon receipt of an undertaking by such person to repay all amounts advanced if it should be ultimately determined that such person is not entitled to be indemnified under this Section 10 or otherwise. The Company may, by action of the Sole Member or the Board from time to time, grant rights to indemnification and advancement of expenses to employees and agents of the Company with the same scope and effects as the provisions of this Section 10 with respect to the indemnification of and advancement of expenses to Managers and officers of the Company. Any indemnification under this Section 10 shall be satisfied from the Company's assets only.

11. Admission of Additional Members. One or more additional members may be admitted to the Company upon the approval of the Sole Member in its sole discretion.

12. Tax Classification. Until such time as the Sole Member admits one or more additional members in accordance with Section 11 above (or elects to change its classification to that of a corporation for federal income tax purposes), the Company shall have a single member pursuant to U.S. Treasury Regulation Section 301.7701−3 and it shall be disregarded as an entity separate from the Sole Member for federal income tax purposes.

13. Amendment. This Agreement may be modified or amended at any time by a writing signed by the Sole Member.

14. No Third Party Rights. Except as provided in Section 10, no person other than the Sole Member and the Managers shall (i) have any legal or equitable rights, remedies or claims under or in respect to this Agreement or (ii) be a beneficiary of any provision of this Agreement.

15. Governing Law. This Agreement, including, without limitation, its existence, validity, construction, and operating effect, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to otherwise governing principles of conflicts of law.

16. Severability. In the event that any provision of this Agreement shall be adjudged by a court to be void, unenforceable or inoperative as a matter of law, the same shall in no way affect any other provision in this Agreement, the application of such provision in any other circumstance or the validity or enforceability of this Agreement as a whole.

[the remainder of this page is intentionally left blank.]

In Witness Whereof, the Sole Member has executed this Agreement as of the date first above written.

NATIONAL INDEMNITY COMPANY

By: /s/ Marc D. Hamburg
Name: Marc D. Hamburg
Title: Chairman

FIFTH SUPPLEMENTAL INDENTURE, dated as of February 11, 2010 (this "Supplemental Indenture"), by and among Burlington Northern Santa Fe Corporation, a Delaware corporation (the "Issuer"), R Acquisition Company, LLC, a Delaware limited liability company (the "Company"), and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association (as successor in interest to J.P. Morgan Trust Company, National Association, as successor in interest to Bank One Trust Company, N.A., as successor in interest to The First National Bank of Chicago), as trustee (the "Trustee").

RECITALS

WHEREAS, the Issuer and the Trustee are parties to an indenture, dated as of December 1, 1995 (as amended and supplemented from time to time, the "Indenture"), providing for the issuance from time to time of the Issuer's debentures, notes or other evidences of indebtedness (the "Securities"), to be issued in one or more series, as supplemented by the First Supplemental Indenture, dated as of April 13, 2007, relating to the Company's issuance of its 5.65% Debentures due May 1, 2017 and its 6.15% Debentures due May 1, 2037, as further supplemented by the Second Supplemental Indenture, dated as of March 14, 2008, relating to the Company's issuance of its 5.75% Notes due March 15, 2018, as further supplemented by the Third Supplemental Indenture, dated as of December 3, 2008, relating to the Company's issuance of its 7.00% Notes due February 1, 2014, and as further supplemented by the Fourth Supplemental Indenture, dated as of September 24, 2009, relating to the Company's issuance of its 4.700% Notes due October 1, 2019;

WHEREAS, pursuant to and in accordance with the Agreement and Plan of Merger, dated as of November 2, 2009 (the "Merger Agreement"), by and among the Issuer, Berkshire Hathaway Inc. and the Company, the Issuer will be merged with and into the Company (the "Merger") and the Company will continue as the surviving entity;

WHEREAS, in connection with the Merger, the Company desires to assume, pursuant to this Supplemental Indenture, the Issuer's obligations for the due and punctual payment of the principal of and any premium and interest on all the Securities and the performance or observance of each covenant of the Indenture on the part of the Issuer to be performed or observed;

WHEREAS, this Supplemental Indenture is being entered into pursuant to and in accordance with the provisions of Section 801(1) and Section 901(1) of the Indenture;

WHEREAS, the Issuer has requested that the Trustee execute and deliver this Supplemental Indenture; and

WHEREAS, all conditions precedent to the execution and delivery of this Supplemental Indenture pursuant to the terms of the Indenture have been satisfied.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or of series thereof, as follows:

1. Interpretation. Except where the context otherwise requires, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Indenture. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof. Section headings set forth herein are for convenience of reference only and shall not affect in any way the meaning, interpretation or construction hereof.

2. Assumption of Obligations. Upon consummation of the Merger pursuant to the terms of the Merger Agreement, the Company hereby (i) assumes the Issuer's obligations for the due and punctual payment of the principal of and any premium and interest on all Outstanding Securities issued pursuant to the Indenture and the performance or observance of each other obligation and covenant set forth in the Indenture to be performed or observed on the part of the Issuer, and (ii) succeeds to and is substituted for, and may exercise every right and power of, the Issuer under the Indenture, and agrees to be bound by the terms thereof, with the same effect as if the Company had been named as the Issuer in the Indenture.

3. Release of Obligations. Upon consummation of the Merger pursuant to the terms of the Merger Agreement, the Issuer is hereby relieved of all obligations and covenants under the Indenture and the Securities on the part of the Issuer to be performed or observed.

4. Ratification of Indenture. The Indenture, as supplemented and amended hereby, is hereby ratified and confirmed in all respects, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

5. Trustee Not Responsible for Recitals. The recitals set forth herein are made by the Issuer and the Company only and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

6. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Severability. In case any one or more of the provisions contained in this Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture, but this Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

8. Notices. For purposes of Section 105(2) of the Indenture, the address for any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by the Indenture to be made upon, given or furnished to, or filed with, the Company by the Trustee or any Holder shall be as follows:

Burlington Northern Santa Fe, LLC
2650 Lou Menk Drive
Fort Worth, Texas 76131−2830

9. Notice of Merger. The Company shall give the Trustee notice of the consummation of the Merger, promptly after the consummation thereof pursuant to the terms of the Merger Agreement, such notice to have attached thereto a copy of the related Certificate of Merger filed with the Secretary of State of the State of Delaware.

10. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Delivery of an executed signature page by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first above written.

BURLINGTON NORTHERN SANTA FE CORPORATION

By: /s/ C. Alec Vincent
Name: C. Alec Vincent
Title: Assistant Vice President − Finance and Treasurer

R ACQUISITION COMPANY, LLC

By: NATIONAL INDEMNITY COMPANY, its sole member

By: /s/ Marc. D. Hamburg
Name: Marc D. Hamburg
Title: Chairman

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Rafaela Martinez
Name: Rafaela Martinez
Title: Senior Associate

SECOND SUPPLEMENTAL INDENTURE, dated as of February 11, 2010 (this "Supplemental Indenture"), by and among Burlington Northern Santa Fe Corporation, a Delaware corporation (the "Issuer"), R Acquisition Company, LLC, a Delaware limited liability company (the "Company"), and U.S. Bank Trust National Association, a national banking association, as trustee (the "Trustee").

RECITALS

WHEREAS, the Issuer and the Trustee are parties to an indenture, dated as of December 8, 2005 (as amended and supplemented from time to time, the "Indenture"), providing for the issuance from time to time of the Issuer's debentures, notes or other evidences of indebtedness (the "Securities"), to be issued in one or more series, as supplemented by the First Supplemental Indenture, dated as of December 15, 2005, relating to the Company's issuance of its 6.613% Fixed/Floating Rate Junior Subordinated Notes due 2055;

WHEREAS, pursuant to and in accordance with the Agreement and Plan of Merger, dated as of November 2, 2009 (the "Merger Agreement"), by and among the Issuer, Berkshire Hathaway Inc. and the Company, the Issuer will be merged with and into the Company (the "Merger") and the Company will continue as the surviving entity;

WHEREAS, in connection with the Merger, the Company desires to assume, pursuant to this Supplemental Indenture, the Issuer's obligations for the due and punctual payment of the principal of and any premium and interest on all the Securities and the performance or observance of each covenant of the Indenture on the part of the Issuer to be performed or observed;

WHEREAS, this Supplemental Indenture is being entered into pursuant to and in accordance with the provisions of Section 801(1) and Section 901(1) of the Indenture;

WHEREAS, the Issuer has requested that the Trustee execute and deliver this Supplemental Indenture; and

WHEREAS, all conditions precedent to the execution and delivery of this Supplemental Indenture pursuant to the terms of the Indenture have been satisfied.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or of series thereof, as follows:

1. Interpretation. Except where the context otherwise requires, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Indenture. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof. Section headings set forth herein are for convenience of reference only and shall not affect in any way the meaning, interpretation or construction hereof.

2. Assumption of Obligations. Upon consummation of the Merger pursuant to the terms of the Merger Agreement, the Company hereby (i) assumes the Issuer's obligations for the due and punctual payment of the principal of and any premium and interest on all Outstanding Securities issued pursuant to the Indenture and the performance or observance of each other obligation and covenant set forth in the Indenture to be performed or observed on the part of the Issuer, and (ii) succeeds to and is substituted for, and may exercise every right and power of, the Issuer under the Indenture, and agrees to be bound by the terms thereof, with the same effect as if the Company had been named as the Issuer in the Indenture.

3. Ratification of Indenture. The Indenture, as supplemented and amended hereby, is hereby ratified and confirmed in all respects, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

4. Trustee Not Responsible for Recitals. The recitals set forth herein are made by the Issuer and the Company only and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

5. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

6. Severability. In case any one or more of the provisions contained in this Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture, but this Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

7. Notices. For purposes of Section 105(2) of the Indenture, the address for any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by the Indenture to be made upon, given or furnished to, or filed with, the Company by the Trustee or any Holder shall be as follows:

Burlington Northern Santa Fe, LLC
2650 Lou Menk Drive
Fort Worth, Texas 76131−2830

8. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Delivery of an executed signature page by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first above written.

BURLINGTON NORTHERN SANTA FE CORPORATION

By: /s/ C. Alec Vincent
Name: C. Alec Vincent
Title: Assistant Vice President − Finance and Treasurer

R ACQUISITION COMPANY, LLC

By: NATIONAL INDEMNITY COMPANY, its sole member

By: /s/ Marc. D. Hamburg
Name: Marc D. Hamburg
Title: Chairman

U.S. BANK TRUST NATIONAL ASSOCIATION, as Trustee

By: /s/ Maryanne Y. Dufresne
Name: Maryanne Y. Dufresne
Title: Vice President

Exhibit 16.1

February 16, 2010

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We have read the statements made by Burlington Northern Santa Fe, LLC (copy attached), which we understand will be filed with the Securities and Exchange Commission, pursuant to Item 4.01 of Form 8−K, as part of the Form 8−K of Burlington Northern Santa Fe, LLC dated February 11, 2010. We agree with the statements concerning our Firm in such Form 8−K.

Very truly yours,

/s/ PricewaterhouseCoopers LLP