

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): January 1, 2021

---

**Burlington Northern Santa Fe, LLC**

(Exact Name of Registrant as Specified in Its Charter)

---

Delaware  
(State or Other Jurisdiction  
of Incorporation)

1-11535  
(Commission  
File Number)

27-1754839  
(IRS Employer  
Identification No.)

2650 Lou Menk Drive, Fort Worth, TX  
(Address of Principal Executive Offices)

76131  
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	None	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

Effective January 1, 2021, National Indemnity Company (the “Sole Member”), a Nebraska corporation and the sole member of Burlington Northern Santa Fe, LLC, a Delaware limited liability company (the “Company”), adopted an amendment (the “Amendment”) to the Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of February 12, 2010, and amended April 8, 2010 (the “Operating Agreement”). The Amendment re-designates the Company’s governing Board of Managers as the Board of Directors and establishes new authority for the compensation of certain directors as described therein. The foregoing summary does not purport to be complete and is qualified in its entirety by the consent of the Sole Member adopting the Amendment, a copy of which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit Number and Description**

[3.1](#) [Consent of the Sole Member, dated January 1, 2021, amending the Operating Agreement.](#)

---

**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: January 4, 2021

By: /s/ Roger Nober

Name: Roger Nober

Title: Executive Vice President – Law and Corporate Affairs,  
Chief Legal Officer and Secretary

**BURLINGTON NORTHERN SANTA FE, LLC  
CONSENT OF SOLE MEMBER**

**January 1, 2021**

The undersigned, National Indemnity Company, a Nebraska corporation (the "Sole Member"), being the sole member of Burlington Northern Santa Fe, LLC, a Delaware limited liability company (the "Company"), pursuant to the provisions of Section 18-302(d) of the Delaware Limited Liability Company Act, hereby consents to the adoption of the following resolutions.

**WHEREAS**, the Sole Member desires to make certain amendments to the Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of February 12, 2010 and amended April 8, 2010 (the "Operating Agreement"),

**WHEREAS**, Section 13 of the Operating Agreement provides that the Operating Agreement may be modified or amended at any time by a writing signed by the Sole Member.

**RESOLVED**, that Section 8(a) of the Operating Agreement be amended and restated in its entirety to read as follows:

1. **Management of the Company.**

(a) *Board of Directors.* The Company shall be managed by a Board of Directors (the "*Board*"). The number of directors on the Board (each, a "*Director*") shall be no less than one and no more than ten. The Directors shall be designated from time to time by the Sole Member, which may remove and replace any Director (or dissolve the entire Board) at any time, in its sole discretion. A majority of the Directors on the Board shall constitute a quorum. Each Director 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 written consent executed by at least a majority of the Directors on the Board. The Board may delegate authority to one or more Directors, officers, employees, agents or representatives of the Company as it may from time to time deem appropriate. Further, the Board may, from time to time, establish and delegate authority to such committees as it deems 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 Director. Notice of any regular or special meeting must be delivered to each Director 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 Director at a meeting shall constitute waiver of notice of such meeting. No Director who is also an employee of the Company, Berkshire Hathaway, Inc., or an affiliate thereof shall receive any compensation for his or her service as a Director, although the Company will reimburse all Directors for their out-of-pocket expenses in attending Board meetings. The Executive Committee of the Board shall have the authority to fix the compensation of any Director who is not also an employee of the Company, Berkshire Hathaway, Inc., or an affiliate thereof.

**FURTHER RESOLVED**, that in the Operating Agreement, all instances of "Manager" shall be read to mean "Director."

**FURTHER RESOLVED**, that each of the President and Chief Executive Officer, the Executive Vice President Law and Secretary, or any other Executive Vice President or Vice President of the Company be, and hereby is, acting alone or with other officers of the Company, authorized, empowered and directed, in the name and on behalf of the Company, to take such action desirable or appropriate to carry out the intent of the foregoing resolutions.

*[Remainder of Page Intentionally Left Blank]*

---

IN WITNESS WHEREOF, the undersigned, being the Sole Member of the Company, has executed this consent to be effective as of the date first set forth above.

NATIONAL INDEMNITY COMPANY

/s/ Marc D. Hamburg

Marc D. Hamburg

Chairman