

Counterpart Original
Executed in 575 Counterparts
of which this is No. 97

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

COMPUTER
RECORDED
COMPARED

TO

U.S. BANK TRUST NATIONAL ASSOCIATION (FORMERLY FIRST TRUST OF NEW YORK,
NATIONAL ASSOCIATION)

FILED NO. 003387

AND

BOOK 2001 PAGE 3387

W. A. JOHNSON

2001 AUG -2 PM 3: 36

(Successor to Bartlett Ford and Jacob M. Ford II), Trustees

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

TWENTY-SIXTH SUPPLEMENTAL INDENTURE

REC \$ 65⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

Dated as of May 6, 1999

TO

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE

Dated March 2, 1970

To evidence the change of name of First Trust of New York, National Association to U.S. Bank
Trust National Association and to provide for the removal of certain
properties and certain
other amendments

877337.01
1472760

THIS TWENTY-SIXTH SUPPLEMENTAL INDENTURE, dated as of May 6, 1999 by and between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation hereinafter sometimes called "*Company*" (formerly named Burlington Northern Railroad Company, which company was formerly named Burlington Northern Inc.), mortgagor in and under that certain Consolidated Mortgage of Burlington Northern Inc. dated March 2, 1970, as supplemented ("*Consolidated Mortgage*"), of which mortgage U.S. Bank Trust National Association (formerly First Trust of New York, National Association) and W. A. Johnson are Trustees, party of the first part, mortgagor,

And

U.S. BANK TRUST NATIONAL ASSOCIATION (formerly First Trust of New York, National Association), a national banking association, organized and existing under the laws of the United States of America (successor Corporate Trustee to Morgan Guaranty Trust Company of New York), and W. A. Johnson of St. Louis, Missouri (successor to Bartlett Ford and Jacob M. Ford, II), as Trustees, hereinafter called, when referred to jointly, the "*Trustees*," and, when referred to separately, the "*Corporate Trustee*" and the "*Individual Trustee*," respectively, Trustees in and under said Consolidated Mortgage, parties of the second part, Trustees,

WITNESSETH:

WHEREAS, the Company, as mortgagor, has heretofore made, executed and delivered to Morgan Guaranty Trust Company of New York and Jacob M. Ford II (and his successors in trust), as Trustees, its Consolidated Mortgage dated March 2, 1970, and supplemental indentures thereto dated, respectively, as of March 2, 1970, as of July 1, 1970, as of April 15, 1971, as of December 20, 1971, as of May 23, 1972, as of January 15, 1974, as of July 1, 1975, as of June 15, 1978, as of March 1, 1979, as of August 1, 1980, as of May 14, 1981, as of December 31, 1981, as of December 31, 1982, as of October 1, 1986, as of May 15, 1987, as of November 1, 1987, as of January 29, 1986, six supplemental indentures as of December 10, 1990, as of November 20, 1987, as of September 2, 1994, and as of December 31, 1996, under which Consolidated Mortgage Bonds of several series are outstanding.

WHEREAS, on March 30, 1998, the corporate name of First Trust of New York, National Association was changed to U.S. Bank Trust National Association and the Corporate Trustee desires to reflect such name change of record.

WHEREAS, in order to facilitate the acquisition, use, sale, financing and refinancing of accounts receivable and locomotives, railcars and other rolling stock and accessories used on such equipment from time to time, the Company desires to remove such properties (together with rights and agreements affecting such properties) from the scope of the Consolidated Mortgage for all purposes.

WHEREAS, the Company also desires to clarify and simplify the procedure for releasing properties from the lien of the Consolidated Mortgage as described below.

WHEREAS, the Company has obtained the written consent to this Twenty-sixth Supplemental Indenture from the holders of at least 66-2/3% in aggregate principal amount of the Bonds outstanding under the Consolidated Mortgage.

WHEREAS, all acts, things and deeds necessary to make this Twenty-sixth Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the Consolidated Mortgage, are being done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Accordingly, by this Twenty-sixth Supplemental Indenture, the parties desire to evidence the removal of certain properties and related interests therein from the lien of the Consolidated Mortgage and to further amend the Consolidated Mortgage by altering certain administrative procedures as described below.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) paid by The Burlington Northern and Santa Fe Railway Company to the Trustees, receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE
AMENDMENTS AND WAIVERS TO CONSOLIDATED MORTGAGE

1.1. Notwithstanding Granting Clause "Thirteenth" or any other provision of the Consolidated Mortgage, it is hereby understood and agreed that Accounts Receivable (as hereinafter defined) are not, and shall not be deemed to be, rents, issues, tolls, profits or other income from the property mortgaged, conveyed or assigned or intended so to be under the Consolidated Mortgage. For purposes of this Section, the term "*Accounts Receivable*" shall mean all rights to the payment of money arising out of or otherwise relating to the Company's rail freight business, including without limitation (i) shipping charges and other charges pertaining to the transportation of goods and related services, including without limitation rights to payment for such transportation arising in connection with tariffs or other arrangements under the rules and regulations of the Surface Transportation Board of the United States Department of Transportation or any successor agency, (ii) rights to be reimbursed for equipment repairs done on behalf of other railroads and expenditures incurred in connection with facilities jointly owned or operated by the Company and other companies or upgrades to facilities, (iii) amounts owed in connection with the installation or upgrading of crossing protection devices or construction of grade separations for the benefit of other persons, such as government entities, (iv) finance and interest charges, (v) related claims against any person obligated with respect to any of the foregoing, (vi) any other amounts shown on the Company's Balance Sheet as accounts receivable in accordance with Generally Accepted Accounting Principles, and all proceeds thereof, (vii) all arrangements intended to secure or support payment of the foregoing, including liens, guarantees, insurance and rights to related merchandise, and (viii) all collections and other proceeds of the foregoing."

1.2. The definition of "Equipment" set forth in Section 1.01 of the Consolidated Mortgage is hereby amended and restated to read in its entirety as follows:

"'Equipment' means all property classified as equipment under the Accounting Rules; provided, however, that the term "Equipment" shall not include locomotives, railcars or any other rolling stock or any accessories used on such equipment, including superstructures and racks, now owned or hereafter acquired by the Company (it being understood and agreed that locomotives, railcars and all other rolling stock and all accessories used thereon now owned or hereafter acquired by the Company and all right, title and interest (leasehold or otherwise) of the Company in and to any such locomotives, railcars or other rolling stock or accessories used thereon shall be excluded from the lien of this Indenture)."

1.3. The second full paragraph of Section 4.02 of the Consolidated Mortgage is hereby amended and restated to read in its entirety as follows:

"The Company will deliver to the Corporate Trustee on or before the last day of June in each year after the year 1970 an Officers' Certificate setting forth in reasonable detail a description of each item of additional real and personal property having a cost (or fair value, if acquired otherwise than by purchase) in excess of \$5,000,000 acquired within the previous calendar year and which is subjected by the Granting Clauses or other provisions of this Indenture to the lien hereof or intended so to be (the first Certificate to cover the period from the date of this Indenture to the end of the year 1970) and an Opinion of Counsel stating either (a) that no supplemental indenture is necessary to subject to the lien of this Indenture the items of property set forth in such Officers' Certificate or (b) that a supplemental indenture is necessary for that purpose and that the supplemental indenture delivered to the Trustees with such Officers' Certificate and Opinion of Counsel is sufficient for that purpose and has been or is being recorded and filed in all jurisdictions necessary to protect the lien hereof on the property covered thereby."

1.4. Section 5.06 of the Consolidated Mortgage is hereby amended and restated to read in its entirety as follows:

"Section 5.06. In addition to any dispositions made pursuant to the provisions of Section 5.07 or any other provision of this Indenture, the Company may from time to time sell, exchange or otherwise dispose of, free from the lien of this Indenture and without release by the Trustees, any property, other than cash and securities at any time subject to the lien hereof, not exceeding in any one calendar year a total of \$10,000,000 in value. The Company shall not have any obligation to expend the net cash proceeds of any such sales or other dispositions to replace the property so sold or otherwise disposed of by other property. Any property acquired by the Company with the proceeds of any such sales or other dispositions shall be excluded from the lien of this Indenture.

The Trustees from time to time, upon receipt of a Request so to do and an Officers' Certificate specifying the property sold, exchanged or otherwise disposed of and the

value thereof at the date of disposition and stating the value at such date of all property theretofore sold, exchanged or otherwise disposed of by the Company pursuant to this Section 5.06 within the calendar year in which such property was sold, exchanged or otherwise disposed of, shall execute and deliver confirmatory releases or certificates that such property is free from the lien of this Indenture."

1.5. Compliance with (i) Article Five of the Consolidated Mortgage and (ii) the appraisal requirement set forth in Section 17.08 of the Consolidated Mortgage are hereby waived with respect to any release of property from the lien of the Consolidated Mortgage contemplated by Section 1.1 or 1.2 of this Twenty-sixth Supplemental Indenture.

**ARTICLE TWO
NAME OF CORPORATE TRUSTEE**

At all places in those supplemental indentures to the Consolidated Mortgage where there appears the name of First Trust of New York, National Association, as Corporate Trustee, and for all purposes of the Consolidated Mortgage, as heretofore supplemented, the name "U.S. Bank Trust National Association" shall be substituted for and replace the Corporate Trustee's prior legal name of First Trust of New York, National Association, such substitution evidencing a change in the name of, but not a change in the legal entity acting as, the Corporate Trustee.

**ARTICLE THREE
CONCERNING THE TRUSTEES**

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twenty-sixth Supplemental Indenture or the due execution hereof by The Burlington Northern and Santa Fe Railway Company or for or in respect of the recitals contained herein, all of which recitals are made by The Burlington Northern and Santa Fe Railway Company solely. No implied covenant or obligation shall be read into this Twenty-sixth Supplemental Indenture against the Trustees.

**ARTICLE FOUR
EXECUTION IN COUNTERPARTS**

This Twenty-sixth Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, all of such counterparts shall together constitute but one and the same instrument. In order to facilitate the filing and recording of this Twenty-sixth Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the certificate and signature of an Assistant Secretary issued under the seal of the Company, and when so exemplified the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

**ARTICLE FIVE
CONSTRUED WITH MORTGAGE**

This is a Twenty-sixth Supplemental Indenture to the Consolidated Mortgage, executed pursuant to the provisions thereof, and each and every part of this Twenty-sixth Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Consolidated Mortgage and each of the covenants and obligations of The Burlington Northern and Santa Fe Railway Company herein contained shall be subject to the provisions of the Consolidated Mortgage.

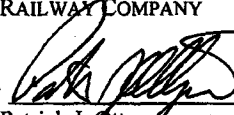
IN WITNESS WHEREOF, The Burlington Northern and Santa Fe Railway Company, the party of the first part, has caused this Twenty-sixth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President and Chief Executive Officer or one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and U.S. Bank Trust National Association (formerly First Trust of New York, National Association), the Corporate Trustee, one of the parties of the second part, has caused this Twenty-sixth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries, and W. A. JOHNSON, the Individual Trustee, the other of the party of the second part has hereunto set his hand, all as of the day and year first above written.

ATTEST:

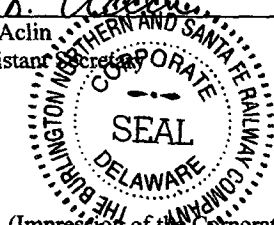
THE BURLINGTON NORTHERN AND SANTA FE
RAILWAY COMPANY



M. R. Aclin
Assistant Secretary

By 


Patrick J. Ottensmeyer
Vice President - Finance and Treasurer



(Impression of the Corporate Seal
of The Burlington Northern
and Santa Fe Railway Company)

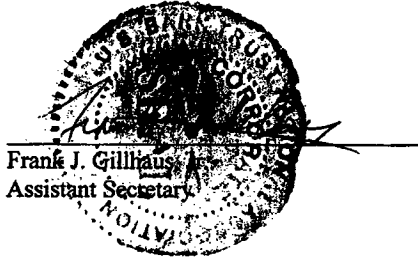
Signed, sealed and acknowledged by
The Burlington Northern and Santa Fe
Railway Company in the presence of:





Attesting Witnesses

ATTEST:



Frank J. Gillhaus
Assistant Secretary

U.S. BANK TRUST NATIONAL ASSOCIATION
(FORMERLY FIRST TRUST OF NEW YORK,
NATIONAL ASSOCIATION), as Trustee

By Catherine F. Donohue
Catherine F. Donohue
Vice President

(Impression of the Seal
of U.S. Bank Trust National Association (formerly First Trust of New York, National
Association))

Signed, sealed and acknowledged by
U.S. Bank Trust National Association (formerly First Trust of New York, National
Association), as Trustee in the presence of:

John J. Marshall

John J. Marshall
Attesting Witnesses

By W. A. Johnson
W. A. Johnson, as Individual Trustee

Signed and acknowledged by
W. A. Johnson, as Individual Trustee
in the presence of:

Robertson

M. G.

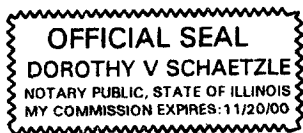
Attesting Witnesses

STATE OF ILLINOIS)
) SS.:
CITY OF SCHAUMBURG)
)
COUNTY OF COOK)

On this 6TH day of May, 1999, before me, Dorothy Schaeztle, a duly authorized Notary Public in said City and County in the State aforesaid, personally appeared Patrick J. Ottensmeyer and M. R. Aclin to me known to be the Vice President – Finance and Treasurer and an Assistant Secretary, respectively, of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Delaware, one of the corporations that executed the within and foregoing instrument; and the said Patrick J. Ottensmeyer and M. R. Aclin, severally, acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My notarial commission expires 11/20/00.



Dorothy V. Schaeztle
Notary Public

STATE OF NEW YORK)
)
CITY OF NEW YORK) SS:

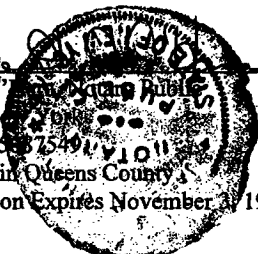
COUNTY OF QUEENS)

On this 1 day of May, 1999, before me, Janet P. O'Hara, a duly authorized Notary Public in said City and County in the State aforesaid, personally appeared Catherine F. Donohue and Frank J. Gillhaus, Jr. to me known to be a Vice President and an Assistant Secretary, respectively, of U.S. BANK TRUST NATIONAL ASSOCIATION (FORMERLY FIRST TRUST OF NEW YORK, NATIONAL ASSOCIATION), a national banking association organized and existing under the laws of the United States of America, the association that executed the within and foregoing instrument; and the said Catherine F. Donohue and Frank J. Gillhaus, Jr. severally, acknowledged the said instrument to be the free and voluntary act and deed of said association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the seal of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My notarial commission expires November 3, 1999,

Janet P. O'Hara
State of New York
No. 010H5675-01-1011
Qualified in Queens County
Commission Expires November 3, 1999



STATE OF MISSOURI)
)SS.:
CITY AND COUNTY OF)
ST. LOUIS)

On this 7th day of May, 1999 before me personally came W. A. Johnson, to me know to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the uses, purposes, and consideration therein expressed.

Given under my hand and seal of office, the day and year first above written.

Sandra L. Battas
Notary Public, STATE OF MISSOURI

My Commission Expires: _____

SANDRA L. BATTAS
Notary Public-Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: April 2, 2001

Mortgage Registration Tax Due Hereon: None

Unless otherwise directed by The Burlington Northern and Santa Fe Railway Company, real property taxes for the real property of The Burlington Northern and Santa Fe Railway Company, should be sent to:

Larry Garrett
Senior General Tax Attorney
The Burlington Northern and Santa Fe Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131

Addresses of the parties to the foregoing instrument:

The Burlington Northern and
Santa Fe Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131
Attention: Vice President - Law

W. A. Johnson, as Individual Trustee
c/o Mercantile Bank of St. Louis, N.A.
Mercantile Tower
Seventh & Washington
St. Louis, Missouri 63101

U.S. Bank Trust National Association (formerly First Trust of New York, National Association), as Corporate Trustee
100 Wall Street, Suite 1600
New York, NY 10005

Prepared by:

The Burlington Northern and Santa Fe Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131
(817) 352-2368

AFTER RECORDING, MAIL TO:
CHICAGO TITLE INSURANCE CO.
ATTN: LILIA RODRIGUEZ
171 N. CLARK ST. - MLC: 04SP
CHICAGO, IL 60601