IND. ✓
REC. ✓
PAGE ✓

FOR FILING, RECORDING AND
INDEXING IN THE
LAND TITLE RECORDS
LAND MORTGAGE RECORDS
CORPORATION RECORDS

Counterpart Original
Executed in 750
Counterparts of which
this is

Nº 439

BURLINGTON NORTHERN RAILROAD COMPANY
FORMERLY NAMED BURLINGTON NORTHERN INC.

CORPORATE SUCCESSOR IN INTEREST AND TITLE BY MERGER TO CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY AND TO GREAT NORTHERN RAILWAY COMPANY

Compared

FILED NO. 851
BOOK 135 PAGE 281
1981 DEC 17 AM 11:28
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $57.00

AFFIDAVIT AND CERTIFICATE

STATE OF MINNESOTA }
} ss
COUNTY OF RAMSEY }

R. J. MORIN, being first duly sworn, upon oath, deposes, certifies and says: that I am one of the duly appointed, qualified and acting Assistant Secretaries, a Corporate Officer, of Burlington Northern Railroad Company, a Delaware corporation, formerly named Burlington Northern Inc., corporate successor in interest and title by merger to Chicago, Burlington & Quincy Railroad Company, and to Great Northern Railway Company (hereinafter the "Company"), whose General Office address is 176 East Fifth Street, City of Saint Paul, County of Ramsey, State of Minnesota 55101; that as such Assistant Secretary and Officer I am one of the keepers of the records and corporate seal of the Company.

That I make this Affidavit and Certificate on behalf of the Burlington Northern Railroad Company for the purpose of evidencing in the Land Title Records, in the Land Mortgage Records, in the Corporate Records, and in other files, records and indexes, in which same is filed, the fact that: Burlington Northern Inc., renamed Burlington Northern Railroad Company, a Delaware corporation, is the corporate successor in interest and title by merger to Chicago, Burlington & Quincy Railroad Company; to Great Northern Railway Company; that Burlington Northern Inc., has changed its corporate name to Burlington Northern Railroad Company; that the correct corporate name of the railroad company is Burlington Northern Railroad Company; that Burlington Northern Railroad Company is the successor obligor and mortgagor under the Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage; under the Great Northern Railway Company General Gold Bond Mortgage; and under the Burlington Northern Inc. Consolidated Mortgage; further that I make this Affidavit and Certificate for the purpose of inducing the passage of title to Company real property and personal property, free and clear of all questions of devolution or succession of title, or changes of, or variations in corporate name, and all questions pertaining thereto.

March 2, 1970 Merger of
Chicago, Burlington & Quincy Railroad Company
into and with Burlington Northern Inc.

The original records of the Company reflect, and based on such records, I do hereby state and certify that pursuant to the provisions of a certain Agreement of Merger dated as of January 26, 1961, ("Agreement") made by and between Great Northern Pacific & Burlington Lines, Inc., a Delaware corporation, and Chicago, Burlington & Quincy Railroad Company, an Illinois corporation, on March 2, 1970 Chicago, Burlington & Quincy Railroad Company was merged into and with Great Northern Pacific & Burlington Lines, Inc., with Great Northern Pacific & Burlington Lines, the surviving corporation, the separate corporate existence of Chicago, Burlington & Quincy Railroad Company ceasing and terminating; that said merger was authorized by the Interstate Commerce Commission, by Decision and Order entered November 30, 1967, Service Date December 15, 1967, in Finance Docket No. 21478, *Great Northern Pacific & Burlington Lines, Inc.—Merger, Etc.—Great Northern Railway Company, et al.*, 331 I.C.C. 228; United States Supreme Court, Northern Lines Merger Cases, *United States v. Interstate Commerce Commission, et al.*, 396 U.S. 491 (1970); that immediately thereafter as an integral part of the

20

merger transaction the corporate name of Great Northern Pacific & Burlington Lines, Inc., was changed to Burlington Northern Inc., that all necessary and proper corporate, regulatory and legal action was taken in connection with said merger and change of corporate name; that due proof of such merger has been duly filed and/or recorded with the Secretaries of State of the States of Delaware, Illinois, Colorado, Iowa, Kansas, Kentucky, Minnesota, Missouri, Montana, Nebraska, South Dakota, Wisconsin and Wyoming.

I do further state and certify, that in accordance with the provisions of said Agreement, and that as a result of the said merger, Burlington Northern Inc., ("BNI") as the successor in interest and title by by merger to Chicago, Burlington & Quincy Railroad Company, ("CB&Q"), owns, possesses, and is vested with, full dominion, control, and indefeasible fee title in and to, all of the rights, privileges, powers and franchises, as well of a public as of a private nature, and is subject to all the restrictions, disabilities and duties of CB&Q, and all and singular the rights, titles, interests, equities, privileges, powers and franchises of CB&Q, including without limitation its right to exercise the power of eminent domain to the extent permitted by law, and all property, real, personal and mixed, and all debts due to CB&Q on whatever account, are vested in BNI and all property, rights, titles, interests, equities, privileges, powers and franchises and all and every other interest is as effectually the property of BNI as they were of CB&Q, and the title to any real estate vested by deed or otherwise in CB&Q did not revert nor was it in any way impaired by said Agreement or by said merger, rather, by and through said Agreement and merger said title was transferred to Burlington Northern Inc.; upon said merger all rights of creditors and all liens upon any property and duties of CB&Q became those of Burlington Northern Inc., and may be enforced against BNI to the same extent as if said debts, liabilities and duties had been incurred or contracted by BNI. Effective as of the March 2, 1970 merger date, Burlington Northern Inc., did expressly assume all contracts, mortgages, deeds of trust and indentures made by CB&Q or its predecessors, and the supplements and amendments thereto, and all bonds and other obligations secured thereby, and the original corporate documentation in the records of the Company so reflects, provided, however, nothing in said Agreement, merger or this Affidavit and Certificate shall be construed or is intended to extend or enlarge the lien of any indenture, agreement or other instrument executed by CB&Q.

March 2, 1970 Merger of
Great Northern Railway Company
into and with Burlington Northern Inc.

The original records of the Company reflect, and based on such records, I do hereby state and certify that pursuant to the provisions of a certain Agreement of Merger dated as of January 26, 1961, ("Agreement") made by and between Great Northern Pacific & Burlington Lines, Inc., a Delaware corporation, Northern Pacific Railway Company, a Wisconsin corporation, Great Northern Railway Company, a Minnesota corporation, and Pacific Coast R.R. Co., on March 2, 1970 Great Northern Railway Company was merged into and with Great Northern Pacific & Burlington Lines, Inc., with Great Northern Pacific & Burlington Lines, the surviving corporation, the separate corporate existence of Great Northern Railway Company ceasing and terminating; that said merger was authorized by the Interstate Commerce Commission, by Decision and Order entered November 30, 1967, Service Date December 15, 1967, in Finance Docket No. 21478, *Great Northern Pacific & Burlington Lines, Inc.—Merger, Etc.—Great Northern Railway Company, et al.*, 331 I.C.C. 228; United States Supreme Court, Northern Lines Merger Cases, *United States v. Interstate Commerce Commission, et al.*, 396 U.S. 491 (1970); that immediately thereafter as an integral part of the merger transaction the corporate name of Great Northern Pacific & Burlington Lines, Inc., was changed to Burlington Northern Inc., that all necessary and proper corporate, regulatory and legal action was taken in connection with said merger and change of corporate name; that due proof of such merger has been duly filed and/or recorded with the Secretaries of State of the States of Delaware, Wisconsin, Idaho, Minnesota, Montana, North Dakota, Oregon and Washington.

I do further state and certify, that in accordance with the provisions of said Agreement, and that as a result of the said merger, Burlington Northern Inc., a Delaware corporation, ("BNI") as the successor in interest and title by merger to Great Northern Railway Company, ("GN"), owns, possesses, and is vested with, full dominion, control, and indefeasible fee title in and to, all of the rights, privileges, powers and franchises, as well of a public as of a private nature, and is subject to all the restrictions, disabilities and duties of GN, and all and singular the rights, titles, interests, equities, privileges, powers and franchises of GN, including without limitation its right to exercise the power of eminent domain to the extent permitted by law, and all property, real, personal and mixed, and all debts due to GN on whatever account, are vested in BNI and all property, rights, titles, interests, equities, privileges, powers and franchises and all and every other interest is as effectually the property of BNI as they were of GN, and the title to any real estate vested by deed or otherwise in GN did not revert nor was it in any way impaired by said Agreement or by said merger, rather, by and through said Agreement and merger said title was transferred to Burlington Northern Inc.; upon said merger all rights of creditors and all liens upon any property and duties of GN became those of Burlington Northern Inc., and may be enforced against BNI to the same extent as if said debts, liabilities and duties had been incurred or contracted by BNI. Effective as of the March 2, 1970 merger date, Burlington Northern Inc., did expressly assume all contracts, mortgages, deeds of trust and indentures made by GN or its predeces-

sors, and the supplements and amendments thereto, and all bonds and other obligations secured thereby, and the original corporate documentation in the records of the Company so reflects, provided, however, nothing in said Agreement, merger or this Affidavit and Certificate shall be construed or is intended to extend or enlarge the lien of any indenture, agreement or other instrument executed by GN.

May 14, 1981 Change in corporate name of the Company from Burlington Northern Inc. to Burlington Northern Railroad Company

That the original records of the Company reflect, and based on such records, I do hereby state and certify that by a certain Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., a Delaware corporation; Burlington Northern Transportation Company, a Delaware corporation, and Burlington Northern Holding Company, a Delaware corporation, **on May 14, 1981, the corporate name of Burlington Northern Inc. was changed to Burlington Northern Railroad Company**; that all necessary and proper corporate and legal action effecting said change in corporate name was taken; that due proof of such corporate name change has been duly filed and/or recorded with the Secretaries of State of the States of Delaware, Alabama, Arkansas, California, Colorado, Florida, Idaho, Illinois, Iowa, Kansas, Kentucky, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Washington, Wisconsin and Wyoming; that such change in corporate name has not been altered, amended, or repealed, and remains in full force and effect; that, except for the change in its corporate name, in all other respects the Company continues and remains as before; **and that effective on and after May 14, 1981, the correct corporate name of the railroad company is Burlington Northern Railroad Company.**

I do further state and certify, that in accordance with the provisions of said Agreement, and that as a result of said change in corporate name, Burlington Northern Railroad Company ("BNRR Co.") (formerly named Burlington Northern Inc. ("BNI")), a Delaware corporation, in all respects, continues to own, possess, and is vested with, full dominion, control, and indefeasible fee title in and to, all of the rights, privileges, powers and franchises, as well of a public as of a private nature, and is subject to all the restrictions, disabilities and duties of BNI, and all and singular the rights, titles, interests, equities, privileges, powers and franchises of BNI, including without limitation its right to exercise the power of eminent domain to the extent permitted by law, and all property, real, personal and mixed, and all debts due to BNI on whatever account, are vested and continued in BNRR Co. and all property, rights, titles, interests, equities, privileges, powers, and franchises and all and every other interest is as effectually the property of BNRR Co. as they were of BNI, and the title to any real estate vested by deed or otherwise in BNI did not revert nor was it in any way impaired by said Agreement or by said change in corporate name, rather, by and through said Agreement and change in corporate name, the same were continued in, and are now vested in BNRR Co.; on and after the May 14, 1981 change in corporate name, all rights of creditors and all liens upon any property and duties of BNI became those of BNRR Co., and may be enforced against BNRR Co. to the same extent as if said debts, liabilities and duties had been incurred or contracted by BNRR Co. Effective as of the May 14, 1981 change of corporate name date, BNRR Co. did expressly assume and continue all contracts, mortgages, deeds of trust and indentures made by BNI or its predecessors, and the supplements and amendments thereto, and all bonds and other obligations secured thereby, and the original corporate documentation in the records of the Company so reflects, provided, however, nothing in said Agreement, change of corporate name, or this Affidavit and Certificate shall be construed or is intended to extend or enlarge the lien of any indenture, agreement or other instrument executed by BNI.

Supplemental Indenture (No. 19), dated as of May 14, 1981, to Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage Dated February 1, 1921

That attached hereto, incorporated herein, and made a part hereof, to the same extent and effect as if set forth in full text in this Affidavit and Certificate, is a true and exact conformed copy (Appendix A to original instrument omitted), from the original corporate records of the Company, of a certain Supplemental Indenture (No. 19), dated as of May 14, 1981, to the First and Refunding Mortgage of the Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921, made by Burlington Northern Railroad Company and running in favor of Citibank, N.A. and John J. Ford, Trustees, which Supplemental Indenture provides for the Continuation of Obligations by Burlington Northern Railroad Company under said First and Refunding Mortgage by Reason of the Change of Name of the railroad company from Burlington Northern Inc., to Burlington Northern Railroad Company. I state and certify that said Supplemental Indenture has not been altered, amended or repealed and continues and remains in full force and effect.

Supplemental Indenture (No. 19), dated as of May 14, 1981, to Great Northern Railway Company General Gold Bond Mortgage Dated as of January 1, 1921

That attached hereto, incorporated herein, and made a part hereof, to the same extent and effect as if set forth in full text in this Affidavit and Certificate, is a true and exact conformed copy (Appendix

A to original instrument omitted), from the original corporate records of the Company, of a certain Supplemental Indenture (No. 19), dated as of May 14, 1981, to the General Gold Bond Mortgage of the Great Northern Railway Company, dated as of January 1, 1921, made by Burlington Northern Railroad Company and running in favor of Citibank, N.A., Trustee, which Supplemental Indenture provides for the Continuation of Obligations by Burlington Northern Railroad Company under said General Gold Bond Mortgage by Reason of the Change of Name of the railroad company from Burlington Northern Inc., to Burlington Northern Railroad Company. I state and certify that said Supplemental Indenture has not been altered, amended or repealed and continues and remains in full force and effect.

Tenth Supplemental Indenture, dated as of May 14, 1981,
to Burlington Northern Inc. Consolidated Mortgage,
Dated March 2, 1970

That attached hereto, incorporated herein, and made a part hereof, to the same extent and effect as if set forth in full text in this Affidavit and Certificate, is a true and exact conformed copy from the original corporate records of the Company of that certain Tenth Supplemental Indenture, dated as of May 14, 1981, to the Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, made by Burlington Northern Railroad Company and running in favor of Morgan Guaranty Trust Company Of New York and Bartlett Ford, Trustees, which Supplemental Indenture provides for the Continuation of Obligations by Burlington Northern Railroad Company under said Consolidated Mortgage by Reason of the Change of Name of Burlington Northern Inc., to Burlington Northern Railroad Company. As of the date of this Affidavit and Certificate, I certify that said Tenth Supplemental Indenture has not been altered, amended or repealed and continues and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company at Saint Paul, Ramsey County, State of Minnesota, this 31st day of August, 1981.

IMPRESSION OF
CORPORATE SEAL
OF BURLINGTON
NORTHERN RAILROAD
COMPANY

R. J. Morin

R. J. MORIN
Assistant Secretary
Burlington Northern
Railroad Company

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss

The foregoing instrument was acknowledged before me this 31st day of August, 1981, by R. J. MORIN, Assistant Secretary, Burlington Northern Railroad Company, a Delaware corporation, on behalf of the corporation.

(NOTARIAL SEAL)

ROBERT L. BARTHOLIC
NOTARY PUBLIC -MINNESOTA
RAMSEY COUNTY
My Commission Expires Aug. 11, 1983

Robert L. Bartholic

Robert L. Bartholic
Notary Public, County of Ramsey,
State of Minnesota
My Commission Expires August 11, 1983

Conveyancing, State Deed Tax, etc., Due Hereon: None

Mortgage Registration Tax Due Hereon: None

Real Property Taxes For the Real Property of Burlington Northern Railroad Company, within described, or otherwise Should be Sent to:

Director Property Taxes, Room 860
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

This instrument was drafted by:

ROBERT L. BARTHOLIC
Attorney-at-Law
Vice President-Law
Glacier Park Company
Burlington Northern
Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252

Conformed Copy
Appendix A Omitted

BURLINGTON NORTHERN RAILROAD COMPANY

TO

CITIBANK, N.A., AND JOHN J. FORD

Trustees.

SUPPLEMENTAL INDENTURE

Dated as of May 14, 1981

TO

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

FIRST AND REFUNDING MORTGAGE

Dated February 1, 1921

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

THIS SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (formerly named Burlington Northern Inc.), corporate successor in interest and title by Merger to Chicago, Burlington & Quincy Railroad Company, Successor Mortgagor in and under that certain Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage dated February 1, 1921, as supplemented ("First and Refunding Mortgage"), of which mortgage Citibank, N.A. and John J. Ford are Trustees, party of the first part, Mortgagor,

And

Citibank, N.A., a National Banking Association, incorporated and existing under the laws of the United States of America, successor in interest and trust to the First National Bank of the City of New York, to First National City Bank (subsequently named Citibank, N.A.), the Corporate Trustee, and JOHN J. FORD, successor in trust to Frazier L. Ford, George E. Porter, Jacob M. Ford II and Bartlett Ford, the Individual Trustee, (the Corporate and Individual Trustees collectively called "Trustees"), Successor Trustees in and under said First and Refunding Mortgage, party of the second part, Trustees,

WITNESSETH:

Chicago, Burlington & Quincy Railroad Company, as mortgagor, has heretofore made, executed and delivered to The First National Bank of the City of New York, and Frazier L. Ford, as Trustees, its First and Refunding Mortgage dated February 1, 1921, and supplements thereto dated, respectively, as of August 1, 1944, August 1, 1945 (two supplements), February 1, 1950, February 1, 1958, and March 2, 1970 (two supplements) under which First and Refunding Mortgage Bonds of several series have been issued and are now outstanding.

By one of the March 2, 1970 Supplemental Indentures, Burlington Northern Inc., as successor in interest and title by merger to Chicago, Burlington & Quincy Railroad Company, assumed and agreed to pay, perform and observe all of the mortgagors covenants and conditions contained in the First and Refunding Mortgage.

By Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, inter alia, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company; a conformed true copy of the Agreement is attached hereto as Appendix A, incorporated herein and made a part hereof, specific reference to which is hereby made.* All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided for is being accomplished contemporaneously with the execution of this Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the First and Refunding Mortgage by Burlington Northern Railroad Company, and to make this Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the First and Refunding Mortgage, have been done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Accordingly, by this Supplemental Indenture, the parties desire to evidence the change of corporate name, and the continuance and specific assumption by Burlington Northern Railroad Company of the obligations of Burlington Northern Inc. under the First and Refunding Mortgage as heretofore supplemented.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by the Trustee to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the First and Refunding Mortgage, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE

Assumption by Burlington Northern Railroad Company

Burlington Northern Railroad Company is hereby acknowledged as the Successor Mortgagor under the First and Refunding Mortgage, and as such Successor Mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the assumption of obligations under the First and Refunding Mortgage made by Burlington Northern Inc. in the March 2, 1970 Supplemental Indenture. Further Burlington Northern Railroad Company hereby assumes the due and punctual payment of the principal of (and premium, if any) and interest on all the First and Refunding Mortgage Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the First and Refunding Mortgage, as heretofore, and hereby supplemented so that in accordance with the provisions of Section 2 of Article Twelve of the First

* Appendix A attached to original instrument omitted.

and Refunding Mortgage, Burlington Northern Railroad Company shall succeed to and be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the First and Refunding Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

ARTICLE TWO

Concerning the Trustees

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Supplemental Indenture against the Trustees. In general, each and every term and condition contained in Article Thirteen of the First and Refunding Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

Execution in Counterparts

This 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 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 Railroad, and when so exemplifed the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

ARTICLE FOUR

Construed With Mortgage

This is a Supplemental Indenture to the First and Refunding Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the First and Refunding Mortgage as heretofore supplemented and each of the covenants and obligations of Burlington Northern Railroad Company herein contained shall be subject to the provisions of the First and Refunding Mortgage as so supplemented.

IN WITNESS WHEREOF, **BURLINGTON NORTHERN RAILROAD COMPANY**, party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by R. C. Burton, Jr., one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and **CITIBANK, N.A.**, the Corporate Trustee, one of the parties of the second part, has caused this Supplemental Indenture to be signed and acknowledged by R. E. Johnson, one of its Senior Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by V. Lopez, a Trust Officer, and **JOHN J. FORD**, the Individual Trustee, the other party of the second part has hereunto set his hand and seal, all as of the day and year first above written.

Attest:

BURLINGTON NORTHERN RAILROAD COMPANY

/s/ R. J. Morin

By /s/ R. C. Burton, Jr.

R. J. Morin
Assistant Secretary

(Impression of the Corporate Seal of Burlington Northern Railroad Company)

R. C. Burton, Jr.
Vice President

Attest:

CITIBANK, N.A., As Corporate Trustee

/s/ V. Lopez

/s/ R. E. Johnson

V. Lopez
Trust Officer

(Impression of the Corporate Seal of Citibank, N.A.)

By R. E. Johnson
Senior Trust Officer

/s/ John J. Ford

John J. Ford
As Individual Trustee

STATE OF MINNESOTA
County of Ramsey } ss

On this 14th day of May, 1981, before me, personally appeared R. C. Burton, Jr. and R. J. Morin, to me personally known to be a Vice President and an Assistant Secretary, respectively, of BURLINGTON NORTHERN RAILROAD COMPANY, one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, County of Ramsey, State of Minnesota, the day and year first above written.

/s/ Richard J. Woulfe

Richard J. Woulfe
Notary Public, Ramsey County,
Minnesota
My Commission Expires: April 30, 1984

(Notarial Seal)

STATE OF NEW YORK
County of New York
City of New York } ss

On this 22nd day of June, 1981, before me, personally appeared R. E. Johnson and V. Lopez, to me personally known to be a Senior Trust Officer and a Trust Officer, respectively, of CITIBANK, N.A., one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year first above written.

/s/ Enzo L. Carbocci

Enzo L. Carbocci
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Cert. filed in New York County
My Commission Expires: March 30, 1982

(Notarial Seal)

STATE OF MISSOURI
County of Buchanan } ss

I, Constance J. Smith, Notary Public in and for the said County, in the State aforesaid, do hereby certify that John J. Ford, the Individual Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 26th day of June, A.D. 1981.

/s/ Constance J. Smith

Constance J. Smith, Notary Public
Buchanan County Missouri
My Commission Expires May 24, 1982

(Notarial Seal)

Mortgage Registration Tax Due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern Railroad Company
Attn: Director of Property
Management
176 East Fifth Street
St. Paul, Minnesota 55101

Citibank, N.A.
Attn: Corporate Trust Office
5 Hanover Square
New York, New York 10043

John J. Ford
First National Bank
Fourth and Felix
St. Joseph, Missouri 64501

This instrument was drafted by:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Railroad Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252

Conformed Copy
Appendix A Omitted

BURLINGTON NORTHERN RAILROAD COMPANY

TO

CITIBANK, N.A.,

Trustee.

SUPPLEMENTAL INDENTURE (No. 19)

Dated as of May 14, 1981

TO

GREAT NORTHERN RAILWAY COMPANY

GENERAL GOLD BOND MORTGAGE

Dated as of January 1, 1921

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

THIS SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (formerly named Burlington Northern Inc.), corporate successor in interest and title by merger to Great Northern Railway Company, Successor Mortgagor in and under that certain Great Northern Railway Company General Gold Bond Mortgage dated January 21, 1921, as supplemented ("General Gold Bond Mortgage"), of which mortgage Citibank, N.A. is Trustee, party of the first part, Mortgagor,

And

CITIBANK, N.A., a National Banking Association, incorporated and existing under the laws of the United States of America, successor in interest and trust to The First National Bank of the City of New York, to First National City Bank (subsequently named Citibank, N.A.), Successor Trustee in and under said General Gold Bond Mortgage, party of the second part, Trustee,

WITNESSETH:

Great Northern Railway Company, as mortgagor, has heretofore made, executed and delivered to The First National Bank of the City of New York, as Trustee, its General Gold Bond Mortgage dated January 1, 1921, and supplements thereto dated, respectively, March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953, as of September 1, 1954, two supplements as of March 2, 1970, July 1, 1970, as of January 1, 1971, as of January 1, 1974, as of July 1, 1975, as of January 1, 1978 and as of July 1, 1980, under which General Mortgage Bonds of several series are outstanding.

By one of the March 2, 1970 Supplemental Indentures, Burlington Northern Inc., as successor in interest and title by merger to Great Northern Railway Company, assumed and agreed to pay, perform and observe all of the mortgagors covenants and conditions contained in the General Gold Bond Mortgage.

By Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, inter alia, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company; a conformed true copy of the Agreement is attached hereto as Appendix A, incorporated herein and made a part hereof, specific reference to which is hereby made.* All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided for is being accomplished contemporaneously with the execution of this Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the General Gold Bond Mortgage by Burlington Northern Railroad Company, and to make this Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the General Gold Bond Mortgage, have been done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Accordingly, by this Supplemental Indenture, the parties desire to evidence the change of corporate name, and the continuance and specific assumption by Burlington Northern Railroad Company of the obligations of Burlington Northern Inc. under the General Gold Bond Mortgage as heretofore supplemented.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by the Trustee to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the General Gold Bond Mortgage, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE

Assumption by Burlington Northern Railroad Company

Burlington Northern Railroad Company is hereby acknowledged as the Successor Mortgagor under the General Gold Bond Mortgage, and as such Successor Mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the assumption of obligations under the General Gold Bond Mortgage made by Burlington Northern Inc. in the March 2, 1970 Supplemental Indenture. Further Burlington Northern Railroad Company hereby assumes the due and punctual payment of the principal of and interest on all the General Mortgage Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the General Gold Bond Mortgage, so that in accordance with the provisions of Section 2 of Article Fifteen of the General Gold Bond Mortgage, Burlington Northern Railroad Company shall succeed to and be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the General Gold Bond Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

* Appendix A attached to original instrument omitted.

ARTICLE TWO

Concerning the Trustee

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Supplemental Indenture against the Trustee. In general, each and every term and condition contained in Article Twelve of the General Gold Bond Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

Execution in Counterparts

This 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 one and the same instrument. In order to facilitate the filing and recording of this 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 Railroad, 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 FOUR

Construed With Mortgage

This is a Supplemental Indenture to the General Gold Bond Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the General Gold Bond Mortgage as heretofore supplemented and each of the covenants and obligations of Burlington Northern Railroad Company herein contained shall be subject to the provisions of the General Gold Bond Mortgage as so supplemented.

IN WITNESS WHEREOF, BURLINGTON NORTHERN RAILROAD COMPANY, party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by R. C. Burton, Jr., one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and CITIBANK, N.A., party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by R. E. Johnson, one of its Senior Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by V. Lopez, a Trust Officer, all as of the day and year first above written.

Attest:

/s/ R. J. Morin

R. J. Morin
Assistant Secretary

(Impression of the
Corporate Seal of
Burlington Northern
Railroad Company)

BURLINGTON NORTHERN RAILROAD COMPANY

By /s/ R. C. Burton, Jr.

R. C. Burton, Jr.
Vice President

Attest:

/s/ V. Lopez

V. Lopez
Trust Officer

(Impression of the
Corporate Seal of
Citibank, N.A.)

CITIBANK, N.A., AS TRUSTEE

By /s/ R. E. Johnson

R. E. Johnson
Senior Trust Officer

STATE OF MINNESOTA
County of Ramsey } ss

On this 14th day of May, 1981, before me, personally appeared R. C. Burton, Jr. and R. J. Morin, to me personally known to be a Vice President and an Assistant Secretary, respectively, of BURLINGTON NORTHERN RAILROAD COMPANY, one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, County of Ramsey, State of Minnesota, the day and year first above written.

/s/ Richard J. Woulfe

Richard J. Woulfe
Notary Public,
Ramsey County, Minnesota
My Commission Expires: April 30, 1984.

(Notarial Seal)

STATE OF NEW YORK
County of New York
City of New York } ss

On this 22nd day of June, 1981, before me, personally appeared R. E. Johnson and V. Lopez, to me personally known to be a Senior Trust Officer and a Trust Officer, respectively, of CITIBANK, N.A., one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year first above written.

/s/ Enzo L. Carbocci

Enzo L. Carbocci
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Cert. filed in New York County
My Commission Expires: March 30, 1982

(Notarial Seal)

Mortgage Registration Tax Due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern Railroad Company
Attn: Director of Property
Management
176 East Fifth Street
St. Paul, Minnesota 55101

Citibank, N.A.
Attn: Corporate Trust Office
5 Hanover Square
New York, New York 10043

This instrument was drafted by:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Railroad Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252

Conformed Copy

BURLINGTON NORTHERN RAILROAD COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

AND

BARTLETT FORD

(Successor to Jacob M. Ford II),

Trustees,

TENTH SUPPLEMENTAL INDENTURE

Dated as of May 14, 1981

TO

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE

Dated as of March 2, 1970

Providing for the Continuation of Obligations

by Reason of the Change of Name of Burlington

Northern Inc. to Burlington Northern Railroad Company

THIS TENTH SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation hereinafter sometimes called "Company" (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 Morgan Guaranty Trust Company of New York, and Bartlett Ford, are Trustees, party of the first part, mortgagor,

And

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company, and BARTLETT FORD, of St. Joseph, Missouri, successor to 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, Burlington Northern Inc., 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, July 1, 1970, April 15, 1971, December 20, 1971, May 23, 1972, January 15, 1974, July 1, 1975, June 15, 1978, March 1, 1979, and as of August 1, 1980, under which Consolidated Mortgage Bonds of several series are outstanding.

Whereas, by Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, inter alia, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company. All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided was accomplished as of the date of this Tenth Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the Consolidated Mortgage by Burlington Northern Railroad Company, and to make this Tenth Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the Consolidated Mortgage, have been done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Accordingly, by this Tenth Supplemental Indenture, the parties desire to evidence the change of corporate name, and the continuance and affirmation by Burlington Northern Railroad Company of the obligations of Burlington Northern Inc. under the Consolidated Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by the Trustees to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing affirmation, undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the Consolidated Mortgage, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE

Affirmation by Burlington Northern Railroad Company

Burlington Northern Railroad Company is hereby acknowledged as the mortgagor under the Consolidated Mortgage, and as such mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the obligations under the Consolidated Mortgage. Further Burlington Northern Railroad Company hereby reaffirms its obligations to make the due and punctual payment of the principal of, premium, if any, and interest on, all the Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Consolidated Mortgage, so that in accordance with the provisions of Section 12.01 of Article Twelve of the Consolidated Mortgage, Burlington Northern Railroad Company shall be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the Consolidated Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

ARTICLE TWO

Concerning the Trustees

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Tenth Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Tenth Supplemental Indenture against the Trustees. Each and every term and condition contained in Article Ten of the Consolidated Mortgage shall apply to and form a part of this Tenth Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

Execution in Counterparts

This Tenth 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 Tenth 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 FOUR

Construed With Mortgage

This is a Tenth Supplemental Indenture to the Consolidated Mortgage, executed pursuant to the provisions thereof, and each and every part of this Tenth 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 Burlington Northern Railroad Company herein contained shall be subject to the provisions of the Consolidated Mortgage.

IN WITNESS WHEREOF, **Burlington Northern Railroad Company**, party of the first part, has caused this Tenth Supplemental Indenture to be signed and acknowledged by R. C. Burton, Jr., one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and **Morgan Guaranty Trust Company of New York**, the Corporate Trustee, one of the parties of the second part, has caused this Tenth Supplemental Indenture to be signed and acknowledged by R. E. Sparrow, one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by Thomas R. Bowen, one of its Assistant Secretaries, and **Bartlett Ford**, the Individual Trustee, the other party of the second part, has hereunto set his hand and seal, all as of the day and year first above written.

Attest:

BURLINGTON NORTHERN RAILROAD COMPANY

/s/ R. J. Morin

By /s/ R. C. Burton, Jr.

R. J. Morin
Assistant Secretary

R. C. Burton, Jr.
Vice President

(Impression of the Corporate Seal of Burlington Northern Railroad Company)

Attest:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE

/s/ Thomas R. Bowen

By /s/ R. E. Sparrow

Thomas R. Bowen
Assistant Secretary

R. E. Sparrow
Vice President

(Impression of the Corporate Seal of Morgan Guaranty Trust Company of New York)

/s/ Bartlett Ford

Bartlett Ford, Trustee

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss

On this 14th day of May in the year 1981 before me personally came R. C. Burton, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at 892 Marie Ave., Mendota Heights, Minnesota; that he is a Vice President of Burlington Northern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like order.

/s/ Richard J. Woulfe

Richard J. Woulfe
Notary Public, Ramsey County,
Minnesota
My Commission Expires: April 30, 1984

(Notarial Seal)

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 26th day of June in the year 1981 before me personally came R. E. Sparrow to me known, who, being by me duly sworn, did depose and say that he resides at 496 Dorchester Road, Ridgewood, New Jersey; that he is a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like authority.

/s/ Elizabeth A. Buckley

Elizabeth A. Buckley, Notary Public
State of New York
Qualified in
Suffolk County, Certificate Filed in
New York County, No. 52-4620859
My Commission Expires: March 30, 1983

(Notarial Seal)

STATE OF MISSOURI }
COUNTY OF BUCHANAN } ss

On this 27th day of July, 1981, before me personally came Bartlett Ford, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

/s/ Constance J. Smith

(Notarial Seal)

Constance J. Smith, Notary Public
Buchanan County, Missouri
My Commission Expires: May 24, 1982

Mortgage Registration Tax Due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern Railroad Company
Attn: Director of Property Management
176 East Fifth Street
St. Paul, Minnesota 55101

Morgan Guaranty Trust Company of New York
Attn: Corporate Trust Department
30 West Broadway
New York, New York 10015

Bartlett Ford
First National Bank
Fourth and Felix
St. Joseph, Missouri 64501

This instrument was drafted by:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Railroad Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252