Executed in 560 counterparts,
of which this is No. 123

BURLINGTON NORTHERN INC.

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

AND

BARTLETT FORD
(herein becoming successor to Jacob M. Ford II),

Trustees

SEVENTH SUPPLEMENTAL INDENTURE

Dated as of June 15, 1978

TO

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE

Dated March 2, 1970

Appointing Successor Individual Trustee and
Creating Consolidated Mortgage 9¼% Bonds, Series F, Due 1998

SORG/CHICAGO, U.S.A.

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee #46 50

23 pgs.

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THIS SEVENTH SUPPLEMENTAL INDENTURE, dated as of June 15, 1978, by and between BURLINGTON NORTHERN INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a trust company organized and existing under the laws of the State of New York, and BARTLETT FORD of St. Joseph, Missouri, as Trustees, parties of the second part, hereinafter called, when referred to jointly, the "Trustees" and, when referred to separately, the "Corporate Trustee" and the "Individual Trustee", respectively.

WHEREAS, the Company, the Corporate Trustee and Jacob M. Ford II, as Individual Trustee, have heretofore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental Indentures thereto dated respectively as of March 2, 1970, July 1, 1970, April 15, 1971, December 20, 1971, January 15, 1974 and July 1, 1975, under which Consolidated Mortgage Bonds of several series are outstanding (the Original Mortgage as heretofore supplemented and modified being hereinafter called the "Indenture"); and

WHEREAS, Jacob M. Ford II has resigned as Individual Trustee effective on the earlier of July 15, 1978 or the appointment of his successor as Individual Trustee, and Bartlett Ford is hereby appointed successor Individual Trustee effective on June 1, 1978; and

WHEREAS, the Company has by proper corporate action authorized the issuance and sale of an additional series of Bonds under the Indenture to be known as "Consolidated Mortgage 9¼% Bonds, Series F, Due 1998", hereinafter called the "Bonds of Series F", in the principal amount of $50,000,000; and

WHEREAS, the Company desires by this Seventh Supplemental Indenture to evidence the terms and provisions, including redemption and sinking fund provisions, as determined by its Board of Directors, of the Bonds of Series F, all as more fully set forth herein; and

WHEREAS, all acts and things prescribed by law, by the Restated Certificate of Incorporation and By-Laws of the Company and

by the Indenture have been duly performed and complied with to make this Seventh Supplemental Indenture and the Bonds of Series F, when duly executed, authenticated (in the case of such Bonds) and delivered, valid, binding and legal instruments in accordance with their respective terms:

NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL INDENTURE WITNESSETH:

That, pursuant to Section 10.04 of the Original Mortgage, the undersigned Burlington Northern Inc. and Morgan Guaranty Trust Company of New York hereby appoint Bartlett Ford as successor Individual Trustee under the Indenture, effective on June 1, 1978.

That the undersigned Bartlett Ford hereby accepts the trust in the Indenture declared and provided and agrees to perform the same upon the terms and conditions therein set forth.

That for and in consideration of the premises, and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America duly paid by the Trustees to the Company at the time of delivery of this Seventh Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Seventh Supplemental Indenture and, for the same purposes as the original property described in or otherwise covered by the Indenture, has mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does mortgage, pledge, grant, give, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustees, and to their successor or successors in the trust and their assigns $50,000,000 principal amount of General Mortgage 9¼% Bonds, Series W, Due January 1, 2010, issued under and pursuant to the Great Northern Railway Company's General Gold Bond Mortgage, dated January 1, 1921, as supplemented and amended.

TO HAVE AND TO HOLD the property hereby conveyed, as a part of the "trust estate" under the Indenture, unto the Trustees, their successor or successors in trust and their assigns, forever;

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SUBJECT, HOWEVER, to Excepted Encumbrances.

BUT IN TRUST NEVERTHELESS for the equal and proportionate benefit and security of all of the present and future holders of the Bonds (as defined in the Indenture) and of any coupons appurtenant thereto, and for the enforcement of the payment of the principal of the Bonds and the premium, if any, and interest thereon, as and when payable, and the performance of and compliance with the covenants and conditions of the Indenture and this Seventh Supplemental Indenture, without preference, priority or distinction as to lien or otherwise of any Bond over any other Bond of the same or any other series by reason of priority in the issue or negotiation or maturity thereof or otherwise, so that each and every Bond shall have the same right, lien and privilege under the Indenture and this Seventh Supplemental Indenture, and the principal of, premium, if any, and interest payable on every such Bond shall be equally and ratably secured hereby, as if all such Bonds at any time outstanding had been executed, delivered and negotiated simultaneously with the execution and delivery of this Seventh Supplemental Indenture.

AND THIS SEVENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH:

That the Company covenants and agrees with the Trustees and with the respective holders from time to time of the Bonds and coupons issued and to be issued under the Indenture as follows:

ARTICLE I

CREATION OF BONDS OF SERIES F

SECTION 1.01. There is hereby created a sixth series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 9¼% Bonds, Series F, Due 1998". The Bonds of Series F shall

(1) be dated the date of authentication;

(2) mature on June 15, 1998;

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(3) bear interest at the rate of 9¼% per annum, payable semi-annually on June 15 and December 15 of each year, hereinafter sometimes called an "Interest Payment Date", from the Interest Payment Date next preceding the date of authentication thereof until payment of the principal amount thereof has been made or duly provided for except that: (a) any Bond of Series F authenticated before December 15, 1978 shall bear interest from June 15, 1978 unless clause (c) below is applicable; (b) if the Company shall default or be in default in the payment of interest upon Bonds of Series F, such Bonds of Series F shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so long as there is no existing default in the payment of interest on the Bonds of Series F, any Bond of Series F authenticated after the close of business on any Record Date, as hereinafter defined, with respect to any Interest Payment Date and on or prior to such Interest Payment Date shall bear interest from such Interest Payment Date;

(4) subject to any "home office payment" agreement between the Company and any person who (or whose nominee) is a registered holder of Bonds of Series F, as provided in Section 1.07 hereof, be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts;

(5) be redeemable before maturity at the option of the Company as provided in Section 1.02 hereof and through the operation of a Sinking Fund as provided in Section 1.03 hereof;

(6) be issuable only as registered Bonds without coupons in denominations of $1,000 and any multiple thereof; and

(7) be limited (except as provided in Section 1.09 of the Indenture) in aggregate principal amount to $50,000,000.

So long as there is no existing default in the payment of interest on Bonds of Series F, the person in whose name any Bond of Series F is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any transfer or exchange of such Bond of Series F subsequent to such Record Date. If and to the extent that the Company shall default in the payment of interest due on any Interest Payment Date with respect to any Bond of Series F, such defaulted interest shall be paid to the person in whose name such Bond of Series F is registered at the close of business on a subsequent record date established by notice given by mail, first class postage prepaid, by or on behalf of the Company to the holders of Bonds of Series F not less than 15 days prior to such subsequent record date, such record date to be not less than five days preceding the date of payment of such defaulted interest.

The term "Record Date", when used herein with respect to an Interest Payment Date, shall mean the May 31 or November 30 (whether or not a business day), as the case may be, next preceding such Interest Payment Date. Default in the payment of interest means in this Section 1.01 failure to pay interest on the applicable Interest Payment Date disregarding any period of grace applicable under Section 7.01 of the Indenture.

SECTION 1.02. The Bonds of Series F shall be redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, at the redemption prices specified in the form of such Bonds set forth in Section 1.04 hereof together with accrued interest to the date fixed for redemption; provided, however, that prior to June 15, 1988 no Bonds of Series F may be redeemed at the option of the Company directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of debt by the Company or any Affiliate which has an interest cost, computed in accordance with generally accepted financial practice, of less than 9¼% per annum.

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Whenever less than all of the Bonds of Series F are to be redeemed, the Corporate Trustee shall select, in such manner as it shall deem appropriate and fair, the particular Bonds of Series F or portions of such Bonds (equal to $1,000 or any multiple thereof) to be redeemed and shall notify the Company in writing of the numbers and principal amounts of the Bonds of Series F or portions thereof so selected. In selecting Bonds of Series F or portions of such Bonds to be redeemed, the Corporate Trustee shall prorate, as nearly as practical, the principal amount of such Bonds to be redeemed among all the registered holders of Bonds of Series F in proportion to the respective principal amounts held by each such holder and shall make such rounding adjustments as it shall deem proper so that the principal amount of Bonds of Series F of any registered holder to be redeemed shall be $1,000 or any multiple thereof. The Company shall give the Corporate Trustee written notice at least 50 days (or such lesser period as shall be acceptable to the Corporate Trustee) prior to any redemption date selected by the Company of the aggregate principal amount of Bonds of Series F to be redeemed.

The Company shall not be required to and, if so requested by the Corporate Trustee, shall not (i) issue, transfer or exchange any Bonds of Series F during a period beginning at the opening of business 15 days before any selection of Bonds of Series F for redemption (whether at the option of the Company or through operation of the Sinking Fund provided for in Section 1.03 hereof) and ending at the close of business on the date of such selection or (ii) transfer or exchange any Bond of Series F or portion thereof so selected for redemption; and the Corporate Trustee shall not be required to authenticate and deliver any Bonds of Series F during the period specified in (i) above or in lieu of Bonds of Series F or portions thereof selected for redemption.

The provisions of Sections 3.04 to 3.08, inclusive, of the Indenture shall, so far as applicable, apply to and govern the redemp-

tion of Bonds of Series F, except that any installment of interest which by the terms of the Bonds of Series F is due and payable on any Interest Payment Date occurring on or prior to a redemption date shall be payable to the persons in whose names the Bonds of Series F were registered on the relevant Record Date and except that payment upon redemption in part of Bonds of Series F shall be subject to any "home office payment" agreement between the Company and any person who (or whose nominee) is a registered holder of such Bonds pursuant to Section 1.07 hereof, and except as otherwise expressly provided in this Seventh Supplemental Indenture.

SECTION 1.03. As and for a mandatory Sinking Fund for the Bonds of Series F, the Company shall, except as hereinafter provided in this Section 1.03, pay to the Corporate Trustee at least one business day prior to June 15, 1984, and June 15 of each year thereafter to and including June 15, 1997, each such June 15 being hereinafter called a "Sinking Fund Payment Date", an amount in New York Clearing House funds sufficient to redeem $3,250,000 principal amount of the Bonds of Series F on June 15, 1984 and on each June 15 thereafter to and including June 15, 1997, at a price equal to 100% of the principal amount thereof, hereinafter called the "Sinking Fund Redemption Price". Sinking Fund moneys shall not be applied to the payment of interest on the Bonds of Series F, but the Company shall otherwise provide for all interest accrued to the Sinking Fund Payment Date on the Bonds of Series F or portions thereof called for redemption through the operation of such Sinking Fund on such date.

In addition to the Sinking Fund payment required by the immediately preceding paragraph, the Company may elect in the manner hereinafter provided to make, at least one business day prior to each Sinking Fund Payment Date, an optional Sinking Fund payment to the Corporate Trustee in an amount not in excess of the applicable mandatory Sinking Fund payment. The exercise of such

election shall not have the effect of reducing the amount of any Sinking Fund payment which the Company shall be required to make pursuant to the immediately preceding paragraph. The election shall be noncumulative so that the failure to exercise such election in any year, in whole or in part, shall not increase the amount of any optional Sinking Fund payment that may be made to the Corporate Trustee in any subsequent year. Any such election by the Company with respect to any such Sinking Fund Payment Date shall be made in the Officers' Certificate hereinafter mentioned in this Section 1.03, which election shall be irrevocable.

In lieu of making all or any part of any Sinking Fund payment in cash, the Company may at its option by Request direct the Corporate Trustee to apply Deposited Cash for such purpose pursuant to subparagraph (2) of the second paragraph of Section 5.09 of the Indenture.

On or before the April 26 prior to each Sinking Fund Payment Date, the Company shall deliver to the Corporate Trustee an Officers' Certificate which shall

(1) specify the amount of cash, if any, which the Company will deposit with the Corporate Trustee at least one business day prior to such Sinking Fund Payment Date;

(2) specify the amount of Deposited Cash to be credited against the Sinking Fund payment due on or before such Sinking Fund Payment Date in accordance with subparagraph (2) of the second paragraph of Section 5.09 of the Indenture;

(3) specify the principal amount of Bonds of Series F to be redeemed on such Sinking Fund Payment Date, including the principal amount of such Bonds, if any, which the Company elects to redeem by an optional Sinking Fund payment;

(4) state that no Event of Default has happened and is continuing.

In case of the failure of the Company to deliver such Officers' Certificate on or before the April 26 next preceding any Sinking Fund Payment Date, the Company shall make the full cash pay-

ment specified in the first paragraph of this Section 1.03 and shall not be entitled to make any optional Sinking Fund payment.

Except as otherwise provided in the next succeeding paragraph of this Section 1.03, all money paid into the Sinking Fund for the Bonds of Series F shall be held in trust for the holders of such Bonds and shall be applied by the Corporate Trustee to the redemption of such Bonds at the Sinking Fund Redemption Price in the manner specified in the next sentence. Promptly after each April 26 prior to a Sinking Fund Payment Date the Corporate Trustee shall select, in the manner provided in Section 1.02 hereof, the Bonds of Series F to be redeemed on such Sinking Fund Payment Date and shall cause notice of the redemption thereof to be given in the name and at the expense of the Company as provided in Section 3.04 of the Indenture, except that the notice shall state that the redemption is for Sinking Fund purposes; and such redemption shall otherwise be subject to the same terms and provisions as are applicable to redemptions of Bonds of Series F at the option of the Company.

Anything in this Section 1.03 to the contrary notwithstanding, the Corporate Trustee shall not redeem any Bonds of Series F through the operation of the Sinking Fund therefor, or mail any notice of such redemption, during the continuance of an Event of Default, except that if such notice shall have been mailed before the Corporate Trustee had actual knowledge of such Event of Default or had received the notice thereof specified in Section 10.01 (e) of the Indenture, the Corporate Trustee shall redeem the Bonds of Series F as to which such notice of redemption shall have been given if sufficient money is held by the Corporate Trustee in the Sinking Fund for Bonds of Series F. Except as aforesaid, any money held in such Sinking Fund at the time when any Event of Default shall occur, or any moneys thereafter paid into such Sinking Fund, shall be held, during the continuance of such Event of Default, as additional security for all Bonds issued under the Indenture; but if such Event of Default shall thereafter be cured or waived as provided in the Indenture, such

Sinking Fund moneys shall thereafter be applied to the redemption of Bonds of Series F at the Sinking Fund Redemption Price on the next succeeding Sinking Fund Payment Date.

SECTION 1.04. The Bonds of Series F and the Corporate Trustee's certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF SERIES F]

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE 9¼% BOND, SERIES F, DUE 1998

BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to
or registered assigns, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, the principal sum of

DOLLARS on June 15, 1998, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate of 9¼% per annum, at said office or agency in like coin or currency, from the interest payment date next preceding the date of this Bond to which interest has been paid or duly provided for or June 15, 1978, whichever is later (unless this Bond is dated after any May 31 or November 30, and on or prior to the next succeeding June 15 or December 15, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding June 15 or December 15), semi-annually on June 15 and December 15 of each year, until payment of said principal sum has been made or duly provided for; provided, however, that so long as there is no existing default in the payment of interest (and except for the payment of defaulted inter-

est), the interest payable on any June 15 and December 15 will be paid to the person in whose name this Bond was registered at the close of business (whether or not a business day) on the May 31 or November 30, as the case may be, next preceding such interest payment date. If and to the extent that the Company shall default in the payment of interest due on any June 15 or December 15, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on a subsequent record date established by notice for the payment of such defaulted interest, which notice shall be given not less than 15 days prior to such record date.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until this Bond shall have been authenticated by the certificate hereon of the Corporate Trustee.

IN WITNESS WHEREOF, Burlington Northern Inc. has caused this Bond to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated: .....

BURLINGTON NORTHERN INC.

By .....

Attest:

.....

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THIS BOND HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED THEREUNDER OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

THIS BOND MAY BE SUBJECT TO A HOME OFFICE PAYMENT AGREEMENT, AND ACCORDINGLY ANY PROSPECTIVE PURCHASER HEREOF SHOULD FIRST VERIFY THE UNPAID PRINCIPAL AMOUNT HEREOF WITH THE CORPORATE TRUSTEE.

[Form of Reverse of Bond of Series F]

This Bond is one of the Consolidated Mortgage Bonds of the Company, herein sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated March 2, 1970, executed by the Company to Morgan Guaranty Trust Company of New York, a trust company duly organized and existing under the laws of the State of New York (herein called the "Corporate Trustee"), and Jacob M. Ford II, as Individual Trustee (Bartlett Ford having been duly appointed successor Individual Trustee), herein, as amended and supplemented from time to time, sometimes called the "Indenture", to which Indenture and any and all supplements thereto reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of security and the rights of the holders of the Bonds and coupons and the rights, duties and immunities of the Trustees thereunder.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Bond at the time and place and at the rate or rates and in the currency herein prescribed.

This Bond is one of a series of the Bonds known as Consolidated Mortgage 9¼% Bonds, Series F, Due 1998 (hereinafter

called the "Bonds of Series F") created by a Seventh Supplemental Indenture, dated as of June 15, 1978, to the Indenture. The aggregate principal amount of Bonds of Series F which may be outstanding at any time is limited to the principal amount of $50,000,000, except as otherwise provided in the Indenture.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption, conversion, and sinking fund provisions, if any, place or places and money or moneys of payment, registration and otherwise, all as in the Indenture provided.

If an Event of Default as defined in the Indenture shall occur, the principal of the Bonds may be declared or may become due and payable in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture and such Seventh Supplemental Indenture, the Bonds of Series F are redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, upon notice as provided in the Indenture, at the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 month period commencing June 15	A redemption price of	If redeemed during the 12 month period commencing June 15	A redemption price of
1978	109.25%	1988	103.81%
1979	108.71%	1989	103.27%
1980	108.17%	1990	102.73%
1981	107.62%	1991	102.18%
1982	107.08%	1992	101.64%
1983	106.53%	1993	101.09%
1984	105.99%	1994	100.55%
1985	105.45%	1995	100.00%
1986	104.90%	1996	100.00%
1987	104.36%	1997	100.00%

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provided, however, that prior to June 15, 1988 no Bonds of Series F may be redeemed at the option of the Company directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of debt by the Company or any Affiliate (as defined in the Indenture) which has an interest cost, computed in accordance with generally accepted financial practice, of less than 9¼% per annum.

The Bonds of Series F are entitled to the benefit of a sinking fund, the terms and provisions of which are set forth in such Seventh Supplemental Indenture, and, as provided therein, are subject to redemption in part through the operation of such sinking fund on June 15, 1984, and on each June 15 thereafter to and including June 15, 1997, at a sinking fund redemption price equal to 100% of the principal amount of the Bonds to be so redeemed.

The Indenture permits the amendment thereof and the modification or alteration in any respect of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding affected by such amendment, modification or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or interest on, this Bond, the consent of the holder hereof, all as more fully provided in the Indenture.

This Bond is transferable at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender hereof accompanied by written instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder hereof or by its duly authorized attorney, and thereupon a new Bond or Bonds of Series F in an aggregate principal amount equal to the unredeemed balance of the principal amount hereof will be issued to the transferee in exchange herefor, all as provided in the Indenture.

The Company, the Corporate Trustee, any paying agent and any registrar of the Bonds of Series F may for all purposes treat the person in whose name this Bond is registered as the absolute owner hereof, notwithstanding any notice to the contrary.

The Bonds of Series F are issuable in the denomination of $1,000 or any multiple thereof. The Bonds of Series F are issuable only as registered Bonds without coupons. This Bond may be exchanged for Bonds of Series F of other authorized denominations upon presentation for that purpose as provided in the Indenture, and thereupon a new Bond or Bonds of Series F in an aggregate principal amount equal to the unredeemed balance of the principal amount hereof will be issued in exchange herefor.

No service charge will be made for any transfer or exchange of this Bond, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond against any incorporator, stockholder, officer or director, as such, of the Company by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

[Form of Corporate Trustee's Certificate of Authentication]

This Bond is one of the Bonds, of the series designated therein, referred to in the within-mentioned Indenture.

Morgan Guaranty Trust Company
of New York, as Corporate Trustee

By .....
Authorized Officer

Section 1.05. Bonds of Series F shall be transferable, and shall be exchangeable for Bonds of Series F of other authorized

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denominations, upon surrender thereof at the office or agency of the Company to be maintained for that purpose in accordance with Section 4.01 of the Indenture accompanied by a proper instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder in person or by its duly authorized attorney. Upon any transfer or exchange, a new Bond or Bonds of Series F will be issued in an aggregate principal amount equal to the unredeemed balance of the principal amount of the Bond of Series F surrendered for such purpose. No service charge will be made for any such transfer or exchange, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

SECTION 1.06. Pending the preparation of definitive Bonds of Series F, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series F in temporary form as provided in Section 1.10 of the Indenture. Such Bonds of Series F in temporary form may, in lieu of the statement of the redemption prices required to be set out in the Bonds of Series F in definitive form, include a reference to Section 1.02 hereof for a statement of such redemption prices.

SECTION 1.07. Anything in the Indenture, this Seventh Supplemental Indenture or the Bonds of Series F to the contrary notwithstanding, the Company may enter into a written agreement with any person who (or whose nominee) is or is to become the registered holder of any of the Bonds of Series F providing for the making of all payments on account of each such Bond, prior to payment in full thereof, (including payment of the redemption price of a portion of any such Bond) for the account of such holder in the manner and at the address specified in or pursuant to such agreement, without presentation or surrender thereof if there shall have been filed with the Corporate Trustee an original or conformed copy of such agreement and if such agreement shall provide that such holder will not deliver such Bond upon disposition thereof unless prior to such delivery it shall have surrendered the same to the Corporate Trustee for notation thereon of the principal amount thereof redeemed or in exchange for a new Bond or Bonds of Series F in an aggregate

principal amount equal to the unredeemed balance of the principal amount thereof. The Company will indemnify and save the Trustees harmless against any liability resulting from any act or omission to act on the part of the Company or any such holder in connection with any such agreement or which the Trustees may incur as a result of making any payment in accordance with any such agreement.

ARTICLE II

Issue of Bonds of Series F

Bonds of Series F may be executed, authenticated and delivered from time to time as permitted by the provisions of Article Two of the Indenture.

ARTICLE III

Miscellaneous Provisions

Section 3.01. All of the terms, conditions and provisions of the Indenture (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Seventh Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Seventh Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.02. Morgan Guaranty Trust Company of New York and Bartlett Ford, the parties of the second part, hereby accept the trust in this Seventh Supplemental Indenture declared and provided and agree to perform the same upon the terms and conditions herein and in the Indenture set forth. The recitals contained in this Seventh Supplemental Indenture and in the Bonds of Series F (except for the Corporate Trustee's certificates of authentication) shall be taken as statements of the Company, and the Trustees assume no responsibility for the correctness thereof.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Seventh

Supplemental Indenture other than as set forth in the Original Mortgage.

SECTION 3.03. Nothing in this Seventh Supplemental Indenture expressed or implied is intended or shall be construed to give to any person, firm or corporation other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect of this Seventh Supplemental Indenture, or any covenant, condition or provision herein contained, all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the Bonds and the coupons; and all such covenants, conditions and provisions by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

SECTION 3.04. The headings of the several Articles hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 3.05. This Seventh Supplemental Indenture may be executed in several counterparts, each of which shall be an original, and all collectively shall constitute but one instrument, which shall be sufficiently proved by the production of any one of said counterparts.

IN WITNESS WHEREOF, Burlington Northern Inc., the party of the first part, has caused this Seventh Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President 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 Morgan Guaranty Trust Company of New York, one of the parties of the second part, has caused this Seventh Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its As-

sistant Secretaries; and Bartlett Ford, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

By .....
Vice President

(Corporate Seal)

Attest: .....
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By .....
Vice President

(Corporate Seal)

Attest: .....
Assistant Secretary

..... (L.S.).

Signed, sealed and acknowledged by all parties in the presence of:

.....

.....
Attesting Witnesses

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 13th day of June in the year 1978 before me personally came and appeared R. F. Garland to me personally known, and to me known to be a Vice President of Burlington Northern Inc., one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 2147 Valley View Place, St. Paul, Minnesota; that he is a Vice President of Burlington Northern Inc., 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 and authority; and said R. F. Garland acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

Sue Scalcione

SUE SCALCIONE
Notary Public, State of New York
No. 31-4649545
Qualified in New York County
Commission Expires March 30, 1979



STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 13th day of June in the year 1978 before me personally came and appeared R. E. Sparrow to me personally known, and to me known to be a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath 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; and said R. E. Sparrow acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

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
Commission Expires March 30, 1979

ELIZABETH A. BUCKLEY NOTARY PUBLIC STATE OF NEW YORK

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STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 13th day of June, 1978, personally appeared before me Bartlett Ford, to me personally known and to me known to be the individual and the same person described in and who executed the within and foregoing instrument, and acknowledged that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

(Notarial Seal)

MAUREEN McSHANE
Notary Public, State of New York
No. 24-4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1979