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

BURLINGTON NORTHERN INC.

TO

CITIBANK, N.A.,

Trustee.

SUPPLEMENTAL INDENTURE (No. 17)

Dated as of January 1, 1978

TO

GREAT NORTHERN RAILWAY COMPANY

GENERAL GOLD BOND MORTGAGE

Dated January 1, 1921

Providing for Issuance of General Mortgage Bonds, Series W.

72
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BOOK 129 PAGE 598
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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee # 26 50
13 pages

SORG/CHICAGO U.S.A.

IND. ✓
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SUPPLEMENTAL INDENTURE, dated as of the 1st day of January, 1978, by and between BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), party of the first part, and CITIBANK, N.A. (successor by merger to The First National Bank of New York), a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called the "Trustee"), party of the second part.

Great Northern Railway Company has heretofore made, executed and delivered to The First National Bank of the City of New York, as Trustee, its General Gold Bond Mortgage (hereinafter called the "Original Indenture") 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 and as of September 1, 1954, under which General Mortgage Bonds of several series are outstanding. By further supplement dated as of March 2, 1970, the Company, in accordance with the provisions of Section 2 of Article Fifteen of the Original Indenture, has succeeded to, and been substituted for, Great Northern Railway Company, with the same effect as if it had been named in the Original Indenture as the party of the first part thereto; and by a second supplement dated as of March 2, 1970, the Company subjected to the lien of the Original Indenture, as theretofore supplemented and modified, property acquired by the Company by reason of the merger of Chicago, Burlington & Quincy Railroad Company into the Company and described the mortgage which was a lien on such property and the amount of bonds secured thereby. By further supplements dated respectively as of July 1, 1970, as of January 1, 1971, as of January 1, 1974 and as of July 1, 1975, the Company authorized additional series of General Mortgage Bonds (the Original Indenture as heretofore supplemented and modified being hereinafter sometimes called the "Mortgage").

The Company has by proper corporate action authorized the issuance under and pursuant to the terms of the Mortgage as supplemented and modified by this Supplemental Indenture of $50,000,000 principal amount of its General Mortgage Bonds,

Series W (said Bonds being hereinafter sometimes referred to as the "Series W Bonds").

The Company desires by this Supplemental Indenture to make provision with respect to the continuance of certain limitations, as more specifically hereinafter set forth, upon the right of the Company to issue bonds under the Mortgage, and to make other provisions with respect to the Series W Bonds.

The forms of the Series W Bonds in registered form and of the Trustee's certificate to be endorsed on the Series W Bonds are to be severally and respectively substantially as follows:

(FORM OF REGISTERED BOND)

No. $

BURLINGTON NORTHERN INC.

GENERAL MORTGAGE 9¼% BOND, SERIES W

DUE JANUARY 1, 2010

Burlington Northern Inc., a Delaware corporation (hereinafter called the "Railway Company"), for value received, hereby promises to pay to or registered assigns, on the first day of January, 2010, at the office or agency of the Railway Company in the Borough of Manhattan, The City of New York, State of New York,
Dollars 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 thereon from July 1 or January 1, as the case may be, next preceding the date hereof (unless this bond be dated July 1 or January 1, and in that event from the date of this bond), at the rate of 9¼% per annum, until said principal sum shall be paid, at said office or agency, in like coin or currency, semi-annually on the first day of January and the first day of July in each year.

This bond is one of the General Mortgage Bonds (coupon or registered) of the Railway Company issued and to be issued in

60d

one or more series under and pursuant to and equally secured by an indenture dated January 1, 1921, executed by the Railway Company to The First National Bank of the City of New York, Trustee (Citibank, N.A., being successor Trustee by merger), (hereinafter called the "indenture"), conveying all the property and franchises of the Railway Company mentioned in said indenture, and Supplemental Indentures 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 dated as of March 2, 1970, as of July 1, 1970, as of January 1, 1971, as of January 1, 1974, as of July 1, 1975 and as of January 1, 1978 providing for the issuance of General Mortgage Bonds, Series W, to which reference is hereby made for a statement of the property and franchises mortgaged, conveyed, pledged or assigned, the nature and extent of the security, and the rights of the holders of said bonds and of the said Trustee in respect to such security.

The authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railway Company or of a successor corporation as defined in said indenture, after deducting therefrom the amount of all bonds then reserved under the provisions of said indenture to retire prior debt at or before maturity, shall not exceed three times the par value (which, as provided in said Supplemental Indenture dated March 19, 1936, shall, in respect of shares without par value, be deemed the stated value) of the then outstanding, fully paid capital stock of the Railway Company or of a successor corporation.

The Series W Bonds are redeemable at the option of the Railway Company as a whole or in part on any interest payment date subsequent to July 1, 1978 upon publication of notice thereof in two newspapers of general circulation in the Borough of Manhattan, The City of New York, at least twice a week for nine successive weeks next preceding such interest payment date, and in the manner and otherwise as provided in said indenture, at the

principal amount thereof, together with accrued interest to the date designated for redemption.

In case of certain defaults specified in said indenture, the principal of this bond and all of the bonds issued under said indenture may be declared and may become due and payable in the manner and with the effect provided in said indenture.

This bond is transferable by the registered holder hereof in person or by attorney duly authorized in writing, either at the office of the Railway Company in the City of St. Paul, State of Minnesota, or at its office or agency in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, and thereupon a new registered bond, without coupons, of the same series will be issued to the transferee in exchange therefor as provided in said indenture. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. For such transfer or exchange a charge may be made, as provided in said indenture.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture and supplements, against any incorporator, stockholder, officer or director, past, present or future, of the Railway Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance hereof, and as part of the consideration of the issue hereof, expressly released as provided in said indenture.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by Citibank, N.A., as Trustee or its successor in trust under said indenture.

602

IN WITNESS WHEREOF Burlington Northern Inc. has caused this bond to signed by its Chairman of the Board, its President or a Vice President, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or an Assistant Secretary, the day of

BURLINGTON NORTHERN INC.

By .....
Vice President

Attest:

.....
Assistant Secretary

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond is one of the bonds described in the within mentioned indenture, and Supplemental Indenture dated as of January 1, 1978.

CITIBANK, N.A., as Trustee

By .....
Authorized Officer

The forms of the Series W Bonds in coupon form and of the coupons to be attached thereto are to be severally and respectively substantially the same as the forms set forth in the Original Indenture, the text of the Series W Bonds in coupon form to be substantially the same as that of the Series W Bonds in registered form with omissions, insertions and variations appropriate to coupon bonds.

All things necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms

have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10) paid by the Trustee to the Railway Company, receipt whereof is hereby acknowledged, the parties hereto do hereby agree for the common and equal use, benefit and security of all and singular the person or persons, firm or firms, body or bodies politic and corporate who shall from time to time be bearers or registered holders of the Series W Bonds or bearers of any of the coupons thereto appertaining as their respective interests may appear, as follows:

ARTICLE ONE

ISSUANCE OF SERIES W BONDS

The Series W Bonds, substantially in the forms hereinbefore described, shall be issued and authenticated under and in accordance with the provisions of the Mortgage in principal amounts at any one time outstanding, except as otherwise provided in Section 6 of Article Two of the Mortgage, of not to exceed $50,000,000. The Series W Bonds will mature January 1, 2010, and will bear interest at the rate of 9¼% per annum payable January 1 and July 1 in each year until the principal sum is paid and if in coupon form will be dated January 1, 1978. The Series W Bonds will be issuable in coupon form in the denominations of $1,000, $500 and $100, and will be registrable as to principal, and will be issuable in fully registered form in denominations of $1,000 and any multiples of $1,000, and in fully registered form will, as provided in the Mortgage, respectively be dated the day of issue and will bear interest from the date thereof if the same be an interest date and if the date thereof be not an interest date, said Bonds in fully registered form will bear interest from the last preceding interest date.

ARTICLE TWO

Redemption of Series W Bonds

The Series W Bonds will be redeemable at the option of the Company in whole or from time to time in any part thereof on any interest payment date subsequent to July 1, 1978 and prior to the maturity thereof at the principal amount thereof plus accrued interest to the designated date of redemption, in the manner and otherwise as provided in Article Four of the Mortgage.

ARTICLE THREE

Continuation of Limitation Upon the Issuance of Bonds

The Company covenants that the covenants contained in Article Four of the Supplemental Indenture dated as of July 1, 1944 to the Mortgage, as modified by Article Four of the Supplemental Indenture dated as of July 1, 1945 to the Mortgage, by Article Four of each of two Supplemental Indentures dated as of January 1, 1946, by Article Three of the Supplemental Indenture dated as of July 1, 1970, by Article Three of the Supplemental Indenture dated as of January 1, 1971, by Article Three of the Supplemental Indenture dated as of January 1, 1974 and by Article Three of the Supplemental Indenture dated as of July 1, 1975 to the Mortgage, shall be continued in full force and effect but without otherwise extending their scope, until all of the Series W Bonds shall have been paid or retired in full, or adequate provision satisfactory to the Trustee shall have been made for their payment and to this end the provision contained in Article Four of said Supplemental Indenture dated as of July 1, 1944, modified as aforesaid, to the effect that at such time as all of the Company's General Mortgage Gold Bonds, Series K, L, M, N, O, P, Q, R, S, T, U and V shall have been paid or retired in full or adequate provision satisfactory to the Trustee shall have been made for their payment, said covenants shall become null and void and of no further effect, shall be deemed to be by this Supplemental Indenture appropriately modified.

ARTICLE FOUR

Concerning the Trustee

The Trustee hereby accepts the trust herein declared and provided and agrees to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions:

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 the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. The Trustee shall be under no obligation to see to the filing, registration or recording of this Supplemental Indenture or to the refiling, reregistration or rerecording hereof but the Company covenants to effect, when and as may be required by law in order to protect the rights hereunder of the holders of the Series W Bonds, the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Trustee may authenticate and deliver any of the Series W Bonds herein provided for without waiting for any such filing, registration, recording or refiling, reregistration or rerecording. In general, each and every term and condition contained in Article Twelve of the 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 with such omissions, variations and insertions as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE FIVE

Execution in Counterparts

This Supplemental Indenture may be executed simultaneously in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

ARTICLE SIX

Construed with Mortgage

This is a Supplemental Indenture to the 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 Mortgage and each of the covenants and obligations of the Company herein contained shall be, except as herein otherwise provided, subject to the provisions of the Mortgage.

In Witness Whereof, Burlington Northern Inc., the party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or President or one of its Vice Presidents, and its corporate seal to be hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary; and Citibank, N.A., the party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by one of its Senior Trust Officers, and its cor-

porate seal to be hereunto affixed and the same to be attested by one of its Trust Officers, all as of the day and year first above written.

(Corporate Seal)

BURLINGTON NORTHERN INC.

By .....
Vice President

Attest:

.....
Assistant Secretary

CITIBANK, N.A.,
as Trustee as aforesaid

(Corporate Seal)

By .....
Senior Trust Officer

Attest:

.....
Trust Officer

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

.....

.....
Attesting Witnesses

608

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)

Alice H. Shaw

ALICE H. SHAW
Notary Public, State of New York
No. 24-4646218
Qualified in Kings County
Commission Expires March 30, 1979

609

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 Ralph E. Johnson to me personally known, and to me known to be a Senior Trust Officer of Citibank, N.A., 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 60 Gramercy Park, New York, New York; that he is a Senior Trust Officer of Citibank, N.A., 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 Ralph E. Johnson 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)

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1980

610