#316

Filed for record this 4 day of March A. D. 1970, at 2:53 o'clock P. M.

Mary E. Welty, Recorder, Deputy

Fee $ 16.50 PAID

PAID Executed in 330 Counterparts of which this is No. 133

SUPPLEMENTAL INDENTURE

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

TO

FIRST NATIONAL CITY BANK

AND

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JACOB M. FORD II
Trustees

Dated as of March 2, 1970

Supplemental to First and Refunding Mortgage
Dated February 1, 1921
Creating Series of 2010 Bonds

THIS SUPPLEMENTAL INDENTURE, dated as of March 2, 1970, between CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois (hereinafter called the "Railroad Company"), party of the first part, and FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association duly organized and existing under the laws of the United States of America (hereinafter called the "Corporate Trustee"), and JACOB M. FORD II, a citizen of the State of Missouri and successor to Frazier L. Ford, Trustees, parties of the second part.

WHEREAS, a First and Refunding Mortgage dated February 1, 1921 (hereinafter called the "Mortgage") has been heretofore executed and acknowledged by the Railroad Company, the Corporate Trustee and Frazier L. Ford, as Individual Trustee; and

WHEREAS, the Railroad Company and the Trustees entered into a Supplemental Indenture to the Mortgage, dated as of August 1, 1944, evidencing the terms and provisions, including redemption and sinking fund provisions, of the series of bonds issued under the Mortgage known as the Series of 1970 4½% Bonds, $40,000,000 principal amount of which were issued; and

WHEREAS, the Railroad Company and the Trustees entered into a Supplemental Indenture to the Mortgage, dated as of August 1, 1945, evidencing the terms and provisions, including redemption and sinking fund provisions, of the series of bonds issued under the Mortgage known as the Series of 1985 3⅛% Bonds, $65,000,000 principal amount of which were issued; and

WHEREAS, the Railroad Company and the Trustees entered into a Second Supplemental Indenture to the Mortgage, dated as of August 1, 1945, evidencing the terms and provisions, including redemption and sinking fund provisions, of the series of bonds issued under the Mortgage known as the Series of 1970 2⅞% Bonds, $49,765,000 principal amount of which were issued; and

WHEREAS, the Railroad Company and the Trustees entered into a Third Supplemental Indenture to the Mortgage, dated as of

February 1, 1950, evidencing the terms and provisions, including redemption and sinking fund provisions, of the series of bonds issued under the Mortgage known as the Series of 1990 3% Bonds, $25,000,000 of which were issued; and

WHEREAS, the Railroad Company and the Trustees entered into a Supplemental Indenture to the Mortgage, dated as of February 1, 1958, evidencing the terms and provisions, including redemption and sinking fund provisions, of the series of bonds issued under the Mortgage known as the Series of 1978 4⅜% Bonds, $24,500,000 of which were issued; and

WHEREAS, the Railroad Company has by proper corporate action authorized the issuance and sale of an additional series of bonds under said Mortgage to be known as its First and Refunding Mortgage Series of 2010 4% Bonds, due August 1, 2010 (hereinafter referred to as the "Series of 2010 Bonds") in the principal amount of $70,000,000; and

WHEREAS, Article Eleven of the Mortgage provides that the Railroad Company, when authorized by resolution of its Board of Directors, and the Trustees, from time to time and at any time, may enter into an indenture supplemental thereto, which thereafter shall form a part thereof and be binding upon the holders of all bonds then outstanding or which may thereafter be outstanding thereunder, for purposes necessary or desirable and not inconsistent with the Mortgage; and

WHEREAS, the Railroad Company desires, by this Supplemental Indenture, to evidence the terms and provisions, including redemption provisions, as determined by its Board of Directors, of the Series of 2010 Bonds, all as more fully herein set forth; and

WHEREAS, all acts and things prescribed by law and by the charter and the by-laws of the Railroad Company to authorize the execution and delivery of these presents have been duly performed and complied with; and

WHEREAS, the Series of 2010 Bonds in registered form and the Trustee's certificate to be endorsed on the Series of 2010 Bonds are to be substantially in the following forms:

[Form of Registered Bond]

$..... No. .....

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

FIRST AND REFUNDING MORTGAGE SERIES OF 2010
FOUR PER CENT REGISTERED BOND
DUE AUGUST 1, 2010

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY (hereinafter called the "Railroad Company"), a corporation of the State of Illinois, for value received, hereby promises to pay to ....., or registered assigns, the sum of ..... Dollars on the first day of August, 2010, at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, 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, and to pay, in like coin or currency, interest thereon at the rate of four per cent per annum, from the first day of February or August, as the case may be, to which interest has been paid last preceding the date hereof, unless such date is a February 1 or August 1 to which interest has been paid, in which case from such date, or unless such date is prior to August 1, 1970, in which case from February 1, 1970, such interest to be payable to the registered holder hereof, at such office or agency, semi-annually on the first day of February and the first day of August in each year until the payment of said principal sum. This Series of 2010 Bond is one of the First and Refunding Mortgage Bonds (coupon and registered) of the Railroad Company issued and to be issued in one or more series under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated February 1, 1921, duly executed by the Railroad Company to The First National Bank of the City of New York (now First National City Bank, by merger), a corporation of the United States of America, and Frazier L. Ford, as Trustees (Jacob M. Ford II being the duly appointed successor Individual Trustee), to which indenture and any and all supplements thereto reference is hereby made for a

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

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description of the railroads, properties and franchises mortgaged or pledged to said Trustees, or their successors, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustees in respect of such security. At any time the authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railroad Company or of a successor corporation (as such prior debt is defined in the indenture aforesaid) after deducting therefrom the bonds then reserved under the provisions of said indenture to retire prior debt before, at or after maturity, shall be equal to three times the par value of the then outstanding fully paid capital stock of the Railroad Company or of a successor corporation. In case of certain defaults specified in said indenture, the principal of all such bonds may be declared and may become due and payable in the manner and with the effect provided in said indenture. As provided in said indenture, in the Supplemental Indenture dated as of March 2, 1970 and in the resolutions creating this series, upon notice published in a newspaper in the Borough of Manhattan, City and State of New York, at least once in each week for nine successive weeks next preceding said first day of February or August, first publication to be not less than sixty (60) days before the redemption date, all or any part of the Series of 2010 Bonds may be redeemed at the option of the Railroad Company on any interest payment date at the principal amount thereof and accrued interest.

Series of 2010 Bonds with coupons are issuable in the denomination of $1,000. Series of 2010 Bonds in registered form without coupons are issuable in denominations of $1,000 and any multiple thereof. This bond is transferable only in the manner prescribed in said indenture at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, upon surrender and cancellation of this bond; and upon any such transfer a new registered bond without coupons of the same series will be issued to the transferee in exchange herefor. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bond or bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. Any such coupon bond

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or bonds bearing all unmatured coupons, in like manner, may in turn be exchanged for registered bond or bonds without coupons of the same series for the same aggregate principal amount. Registered bonds without coupons of this series, of one denomination, are exchangeable for a like principal amount of registered bonds without coupons of the same series, of other authorized denominations. 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 under which this bond is issued, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad 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 be entitled to any security or benefit under said indenture, and shall not become valid or obligatory for any purpose, until it has been authenticated by the execution of the certificate, hereon endorsed, by First National City Bank, as Corporate Trustee, or its successor in trust under said indenture.

In Witness Whereof, the Railroad Company has caused this bond to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary.

Dated the ..... day of ....., 196...

Chicago, Burlington & Quincy Railroad Company

By.....
Vice President

Attest:

.....
Assistant Secretary

(seal)

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[form of corporate trustee's certificate]

This bond is one of the issue of bonds, of the series designated therein, described in the within-mentioned indenture.

First National City Bank,
Corporate Trustee,

By.....
Authorized Officer

Whereas, the forms of the coupon bonds of Series 2010 and the coupons to be attached thereto shall be substantially in the respective forms thereof set forth in the Mortgage, the text of the coupon bonds of Series 2010 to be substantially the same as that of the registered bonds of Series 2010 without coupons with omissions, insertions and variations appropriate to coupon bonds:

Now, therefore, this Supplemental Indenture Witnesseth:

That in consideration of the premises and of the sum of Ten Dollars ($10) lawful money of the United States of America to the Railroad Company duly paid by the Corporate Trustee at or before the ensealing and delivery of this Supplemental Indenture, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Railroad Company has executed and delivered this Supplemental Indenture and 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 Mortgage as follows:

ARTICLE ONE.

Section 1. The Series of 2010 Bonds shall be issued and authenticated under and in accordance with the provisions of the Mortgage in an aggregate principal amount at any one time outstanding of not to exceed $70,000,000, except Series of 2010 Bonds issued in lieu of and in substitution for Series of 2010 Bonds destroyed or lost or stolen as provided in Section 4 of Article Two of the Mortgage; shall mature August 1, 2010; and shall bear interest at the rate of 4% per annum, payable February 1 and August 1 in each year until the principal sum is paid. The Series

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of 2010 Bonds shall be issuable in coupon form, registerable as to principal, in the denomination of $1,000, and in fully registered form in denominations of $1,000 and any multiple thereof. The Series of 2010 Bonds in coupon form shall be dated February 1, 1970, and in fully registered form shall be dated the first day of February or the first day of August next preceding the date of authentication, unless the same shall be either of such dates, in which event the Series of 2010 Bonds shall be dated the same date as the date of authentication, and will bear interest from the first day of February or the first day of August, as the case may be, to which interest has been paid last preceding the date thereof, unless such date is a February 1 or August 1 to which interest has been paid, in which case they shall bear interest from such date, or unless such date is prior to August 1, 1970, in which case they shall bear interest from February 1, 1970.

Section 2. The Series of 2010 Bonds shall be redeemable at the option of the Railroad Company, as a whole or in part on any interest payment date, at the principal amount thereof plus accrued interest to the redemption date, all in the manner and with the effect provided in Article Four of the Mortgage.

If prior to the date of redemption designated in any notice of redemption, the Railroad Company shall deposit with the Corporate Trustee funds sufficient to pay the redemption price of all Bonds so called for redemption in such notice, together with accrued interest to the date designated for redemption, and either (a) the giving of notice of such redemption in the manner therefor provided in the Mortgage shall have been completed or (b) the Railroad Company shall have irrevocably authorized the Corporate Trustee to give such notice of redemption, then, and in either event, the Series of 2010 Bonds so called for redemption shall, on and after the date of such deposit, no longer be deemed to be outstanding and shall no longer be entitled to any right or benefit under the Mortgage or any supplemental indenture thereto, except the right to receive the redemption price, together with accrued interest to the date designated for redemption.

Section 3. Any moneys which at any time shall be deposited by the Railroad Company or on its behalf with the Corporate Trustee or any other depositary for the purpose of paying any of

the Series of 2010 Bonds which have become due and payable, whether at the maturity thereof or upon call for redemption or otherwise, or for the purpose of paying any coupons or claims for interest appertaining to any of the Series of 2010 Bonds, shall be and hereby are assigned, transferred and set over to the Corporate Trustee or such depositary, as the case may be, to be held in trust for the respective holders of the Series of 2010 Bonds or coupons or claims for interest appertaining thereto for the purpose of paying which said moneys shall have been deposited, subject to the provisions of the Mortgage; *provided, however,* that the Corporate Trustee shall reimburse the Railroad Company, from time to time, out of the funds paid to the Corporate Trustee for the purpose of paying interest, for all or any part of any accrued interest paid by the Railroad Company at its office or agency on the Bonds which have so become due and payable.

ARTICLE TWO.

So long as any of the Series of 2010 Bonds are outstanding with the public or until adequate provision has been made for payment of such bonds, the Railroad Company covenants as follows:

(1) The Railroad Company will not request authentication and delivery of any additional bonds under Section 5 of Article Three of the Mortgage, or the authentication and delivery of any additional bonds or payment of any deposited cash under Paragraphs I, II or VI of Section 6 of Article Three of the Mortgage, to pay for, or in reimbursement of, expenditures made prior to January 1, 1950 for construction or acquisition of railroads, for additions, betterments or improvements or for any other purposes specified in said Paragraphs.

(2) The aggregate of the amount of bonds issuable, and the amount of deposited cash (to the extent that it represents cash deposited with the Corporate Trustee against the authentication of bonds) payable under Paragraph II of Section 6 of Article Three of the Mortgage, to pay for, or in reimbursement of, expenditures made after December 31, 1949 for the purposes specified in said Paragraph II shall be limited to seventy-five per cent of the excess of capital expenditures (exclusive of expenditures certified to the Corporate Trustee in connection with

the withdrawal of deposited cash other than cash deposited with the Corporate Trustee against the authentication of bonds) charged to Investment in Road Accounts of the Railroad Company (being the primary accounts numbered 1 to 45, inclusive, under I Road, as presently or from time to time prescribed for Steam Railroads by the Interstate Commerce Commission) in connection with the making of such expenditures over the credits to said accounts for land, and property retired and replaced, in connection with the making of the additions, betterments or improvements for which such expenditures are incurred, but without deducting any credits to said accounts for land or property retired and not replaced.

(3) The Railroad Company will not request authentication and delivery of any additional bonds or payment of deposited cash (to the extent that it represents cash deposited with the Corporate Trustee against the authentication of bonds) under Paragraph III of Section 6 of Article Three of the Mortgage to pay for, or in reimbursement of, expenditures for the purposes specified in said Paragraph III.

(4) The Railroad Company will not request authentication and delivery of any additional bonds or payment of deposited cash (to the extent that it represents cash deposited with the Corporate Trustee against the authentication of bonds) under Paragraph V of Section 6 of Article Three of the Mortgage for the payment or refunding of any indebtedness contracted for expenditures made prior to January 1, 1950 for the purposes specified in Paragraphs I and II of Section 6 of Article Three of the Mortgage, or for expenditures for the purposes specified in Paragraph III of Section 6 of Article Three of the Mortgage, or for expenditures made subsequent to December 31, 1949 for the purposes specified in said Paragraph II in excess of the amount of such expenditures against which bonds might be authenticated pursuant to clause (2) above.

In addition to the certificate or certificates required to be delivered to the Corporate Trustee in connection with requests for authentication of bonds or payment of deposited cash under Section 6 of Article Three of the Mortgage, the Railroad Company, when requesting authentication of bonds or payment of deposited cash (to the extent that it represents cash deposited with the Corporate Trustee against the authentication of bonds) for the purposes spec-

ified in Paragraphs I, II and V of said Section 6, shall deliver an additional certificate or certificates to show that the amount or amounts requested are not in excess of the amount permissible under the covenants set forth in this Article Two.

ARTICLE THREE.

A new paragraph is hereby added at the end of Section 4 of Article Thirteen of the Mortgage, as follows:

All rights, powers, duties and obligations conferred or imposed upon the Trustees, relating to the giving of releases of mortgaged and pledged property pursuant to Article Nine of the Mortgage, shall be conferred or imposed solely upon and solely exercised and performed by the Corporate Trustee, except to the extent that under any laws of any jurisdiction in which any particular act or acts are to be performed the Corporate Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Individual Trustee.

ARTICLE FOUR.

The Trustees hereby accept the trust herein declared and provided and agree to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions:

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 the Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by the Railroad Company solely. The Trustees 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 Railroad Company covenants to effect, when and as may be required by law, the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Corporate Trustee may authenticate and deliver any of the Series of 2010 Bonds herein provided for without waiting for any such filing, registration, recording, refiling,

reregistration or rerecording. In general, each and every term and condition contained in Article Thirteen 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.

The Railroad Company, subject to the provisions of Article Twelve of the Mortgage, will at all times maintain and continue its corporate existence and right to carry on business and duly will procure all necessary renewals and extensions thereof.

ARTICLE SIX.

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 SEVEN.

This is a Supplemental Indenture dated as of March 2, 1970 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 Railroad Company herein contained shall be, except as herein otherwise provided, subject to the provisions of the Mortgage.

In Witness Whereof, Chicago, Burlington & Quincy Railroad Company, party of the first part, has caused this Supplemental Indenture to be signed in its corporate name and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and First National City Bank, as Corporate Trustee, one of the parties of the second part, has caused this Supplemental Indenture to be signed and acknowledged by one of its Trust Officers, and its

corporate seal to be affixed hereunto and the same to be attested by one of its Assistant Trust Officers; and Jacob M. Ford II, as Individual Trustee, the other of the parties of the second part, has hereunto set his hand and seal, all as of the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

Attest: ..... By ..... *Vice President*

..... *Secretary*

FIRST NATIONAL CITY BANK,
as Trustee as aforesaid

Attest: ..... By ..... *Trust Officer*

..... *Assistant Trust Officer*

..... (L. S.)
Jacob M. Ford II,
as Trustee as aforesaid

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

.....

.....

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

I, ENZO L. CARBOCCI, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 2nd day of March, 1970, personally appeared before be JOSEPH L. SULINSKI and O. BOHACHEWSKY, personally known to me and personally known to me to be a Trust Officer and an Assistant Trust Officer, respectively, of First National City Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Trust Officer and Assistant Trust Officer, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said JOSEPH L. SULINSKI resides at 404 East 66 Street, New York, New York, and that the said O. BOHACHEWSKY resides at 5432—153 Street, Flushing, New York; that said JOSEPH L. SULINSKY is Trust Officer and said O. BOHACHEWSKY is Assistant Trust Officer of First National City Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Trust Officer and Assistant Trust Officer in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

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)

Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1970

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

I, ENZO L. CARBOCCI, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 2nd day of March, 1970, personally appeared before me in said County JACOB M. FORD II, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 2929 Lovers Lane, St. Joseph, Missouri; that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

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)

Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1970

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

I, ENZO L. CARBOCCI, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 2nd day of March, 1970, personally appeared before me W. N. ERNZEN and L. N. ASSELL, personally known to me and personally known to me to be a Vice President and the Secretary, respectively, of Chicago, Burlington & Quincy Railroad Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said W. N. ERNZEN resides at 655 Melody Lane, Naperville, Illinois, and that the said L. N. ASSELL resides at 938 Mountain Street, Aurora, Illinois; that said W. N. ERNZEN is Vice President and said L. N. ASSELL is Secretary of Chicago, Burlington & Quincy Railroad Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

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)