#319

Filed for record this 4 day of March A. D. 1970, at 2:56 o'clock P. M.

Mary E. Welty
~~Register of Deeds~~, Recorder

Fee $ 7.50 PAID

, Deputy

Executed in 330 Counterparts
of which this is No. 203

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BURLINGTON NORTHERN INC.

TO

FIRST NATIONAL CITY BANK

AND

JACOB M. FORD II,

Trustees

SUPPLEMENTAL INDENTURE

Dated March 2, 1970

TO

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
FIRST AND REFUNDING MORTGAGE

Dated February 1, 1921

Providing for Assumption of Obligations
by Reason of Merger of Chicago, Burlington & Quincy Railroad Company.

McCORMICK AND HENDERSON, INC., CHICAGO

THIS SUPPLEMENTAL INDENTURE, dated March 2, 1970, between Burlington Northern Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "New 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, and Jacob M. Ford II (successor to Frazier L. Ford), Trustees, parties of the second part;

WITNESSETH:

WHEREAS, Chicago, Burlington & Quincy Railroad Company (hereinafter called the "Old Company"), as of the first day of February, 1921 did make, execute and deliver to The First National Bank of the City of New York and Frazier L. Ford, Trustees, a certain indenture, known as its First and Refunding Mortgage (hereinafter called the "Indenture"), to secure the payment of the principal of, premium, if any, and interest on its First and Refunding Mortgage Bonds, of which several series are outstanding (hereinafter called the "Bonds"); and

WHEREAS, the Old Company has heretofore made, executed and delivered to the Trustees several Supplemental Indentures to the Indenture dated, respectively, as of August 1, 1944, August 1, 1945 (two supplements), February 1, 1950, February 1, 1958 and March 2, 1970, under which First and Refunding Mortgage Bonds of several series have been issued and are now outstanding; and

WHEREAS, the Old Company has heretofore made, executed and delivered to the Trustees a Supplemental Indenture to the Indenture dated as of May 3, 1968 to convey, transfer, assign and pledge to the Trustees, and to subject to the lien of the Indenture, certain additional properties acquired by the Old Company; and

WHEREAS, the Interstate Commerce Commission has approved and authorized a merger of the Old Company into the New Company pursuant to an agreement of merger dated as of January 26, 1961, which agreement provides, among other things, for the assumption by the New Company of the Old Company's obligations; and

WHEREAS, the merger so provided for is being consummated contemporaneously with the execution of this Supplemental Indenture; and

WHEREAS, all things necessary to authorize said assumption by the New Company and to make this Supplemental Indenture when executed by the parties hereto a valid and binding amendment to the Indenture, including all necessary action by the Interstate Commerce Commission, have been done and performed;

Now, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10) paid by the Trustees to the New Company, receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

SECTION 1. The New Company hereby assumes the due and punctual payment of the principal of (and premium, if any) and interest on all the Bonds, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture, as heretofore and hereby supplemented, to be performed by the Old Company, so that in accordance with the provisions of Section 2 of ARTICLE TWELVE of the Indenture, the New Company shall succeed to and be substituted for the Old Company, with the same effect as if it had been named in the Indenture as the party of the first part thereto.

SECTION 2. 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 New Company or for or in respect of the recitals contained herein, all of which recitals are made by the New 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 Indenture 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.

SECTION 3. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 4. This is a Supplemental Indenture to the Indenture, 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 Indenture as heretofore supplemented and each of the covenants and obligations of the New Company herein contained shall be subject to the provisions of the Indenture as so supplemented.

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 affixed hereunto and the same to be attested by 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

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

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the parties of the second part, has hereunto set his hand and seal, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

Attest: By .....
Vice President

.....
Assistant 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 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 me J. A. TAUER and F. A. DEMING, personally known to me and personally known to me to be a Vice President and an Assistant Secretary, respectively, of Burlington Northern Inc., 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 Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. TAUER resides at 1847 Stanford Avenue, St. Paul, Minnesota, and that the said F. A. DEMING resides at 1362 Eldridge Avenue W., St. Paul, Minnesota; that said J. A. TAUER is Vice President and said F. A. DEMING is Assistant Secretary of Burlington Northern Inc., 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 Assistant 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)

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
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 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)

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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)

ENZO L. CARBOCCI
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