Executed in 340 Counterparts
of which this is No. 141

BURLINGTON NORTHERN INC.
TO
MORGAN GUARANTY TRUST COMPANY
OF NEW YORK
AND
JACOB M. FORD II,
Trustees

SUPPLEMENTAL INDENTURE

Dated as of March 2, 1970

TO

BURLINGTON NORTHERN INC.
CONSOLIDATED MORTGAGE

Dated March 2, 1970

Conveying Property of Chicago, Burlington & Quincy Railroad Company.

McCORMICK AND HENDERSON, INC., CHICAGO

#320

Filed for record this 4 day of March

A. D. 1970, at 2:57 o'clock P M.

Mary E. Welty
Register, Clerk, Recorder

....., Deputy

Fee $ 29.50 PAID

THIS SUPPLEMENTAL INDENTURE, dated as of March 2, 1970, by and between BURLINGTON NORTHERN INC., a corporation of the State of Delaware, hereinafter called the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, and JACOB M. FORD II of St. Joseph, Missouri, as Trustees, parties of the second part, hereinafter called the "Trustees";

WHEREAS, a certain Consolidated Mortgage, dated March 2, 1970, hereinafter called the "Mortgage", has been heretofore executed and delivered by the Company and by the Trustees; and an initial series of Bonds under the Mortgage, known as Bonds of Series A, has been authenticated and issued pursuant to the Mortgage; and

WHEREAS, Chicago, Burlington & Quincy Railroad Company, an Illinois corporation, is being merged into the Company contemporaneously herewith and Section 4.13 of Article Four of the Mortgage contains a covenant of the Company to enter into an indenture supplemental to the Mortgage in the form of Exhibit D annexed thereto contemporaneously with such merger; and

WHEREAS, this Supplemental Indenture is in the form of said Exhibit D and by the execution and delivery hereof the parties hereto desire to subject to the lien of the Mortgage certain properties of the Company acquired by reason of such merger as hereinafter described, subordinate, however, to the prior liens of the Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage dated February 1, 1921, as supplemented, and the Great Northern Railway Company General Gold Bond Mortgage dated January 1, 1921, as supplemented, all as more specifically hereinafter set forth.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

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 Supplemental Indenture, the receipt whereof is hereby acknowledged, for the same purposes as the original property described in or otherwise covered by the Mortgage, the Company has executed and delivered this Supplemental Indenture and 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:

FIRST: All and singular the Company's right, title and interest on the date of this Supplemental Indenture in all lines of railroad owned by it, solely or jointly or in common with others, and acquired by the Company as a result of the merger of Chicago, Burlington & Quincy Railroad Company into the Company, including, specifically but not exclusively, the lines of railroad described in Exhibit D1 hereto.

SECOND: Any and all rights of way, easements, lands, tenements and hereditaments, fixtures, structures and improvements of whatever kind or description and wherever situated, now or hereafter owned by the Company and appurtenant to any of the Company's lines of railroad or other real property subject to the lien of the Mortgage pursuant to this Supplemental Indenture, including, without limitation, any and all main, branch, spur, industrial, switch, connecting, storage, yard or terminal tracks, superstructures, roadbeds, bridges, trestles, culverts, viaducts, buildings, depots, stations, stockyards, warehouses, elevators, carhouses, engine houses, freight houses, machine shops and other shops, turntables, fuel stations, water stations, signals, interlocking plants, telegraph, telephone and other communication facilities, fences, docks, structures and fixtures, and all other things of whatsoever kind appurtenant to any of the Company's lines of railroad or other real property, which is made subject to the lien of the Mortgage pursuant to this Supplemental Indenture. Nothing in this Granting Clause SECOND contained shall be deemed to subject to the lien of the Mortgage (i) any lands, or any interests therein,

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

not now used or hereafter acquired for use by the Company in railroad transportation service or (ii) any lands adjacent to lines of railroad, or any interests therein, now used or hereafter acquired for use by the Company for industrial purposes and not now used or hereafter acquired for use in railroad transportation service.

THIRD: All rights to the use of any and all telegraph, telephone or other communication facilities along the Company's lines of railroad subject to the lien of the Mortgage pursuant to this Supplemental Indenture, as they may be used from time to time or may be subject to use by the Company.

FOURTH: All right, title and interest of the Company in and to all Equipment, machinery, tools, implements, materials and supplies used or useful in the business of railroad transportation and assigned for use on or appurtenant to the Company's lines of railroad subject to the lien of the Mortgage pursuant to this Supplemental Indenture and now or hereafter owned by, or the title to which is vested in, the Company, including all right, title and interest vested in the Company in and to any and all such Equipment leased to or possessed by the Company under any equipment trust agreement and lease, conditional sale agreement, lease, or chattel mortgage.

FIFTH: All and singular the Company's right, title and interest on the date of this Supplemental Indenture or hereafter acquired in, to or under all leases and all trackage, joint facility and other operating contracts or agreements, and all amendments, renewals and extensions thereof, leasing or granting the right to use lines of railroad (and appurtenant facilities) owned by others (including specifically but not exclusively the leases and trackage, joint facility and other operating contracts or agreements described in Exhibit D2 hereto) and appurtenant to any of the Company's lines of railroad subject to the lien of the Mortgage pursuant to this Supplemental Indenture, or relating to the ownership, use or operation of any terminals or stations (including union stations) situated along, or at the terminus of, any such lines of railroad; together with all and singular the Company's right, title and interest

on the date of this Supplemental Indenture or hereafter acquired in, to or under all leases and all trackage, joint facility and other operating contracts or agreements leasing or granting to others the right to use lines of railroad subject to the Mortgage pursuant to this Supplemental Indenture, and facilities appurtenant thereto, including any terminals or stations (including union stations) situated along, or at the terminus of, any such lines of railroad.

EXCEPTED PROPERTIES.

Anything hereinabove contained to the contrary notwithstanding, the Company excepts and reserves, out of the grants hereby made, the following:

(1) the last day of the term of each leasehold estate (oral or written, or any agreement therefor) subject to the lien of the Mortgage pursuant to this Supplemental Indenture and now or hereafter enjoyed by the Company;

(2) all Air Rights, provided that the use of such Air Rights does not unreasonably interfere with or adversely affect the use for railroad purposes of the surface of the earth beneath such Air Rights;

(3) all timber and all minerals, including coal, oil, gas, sulphur and other minerals, whether similar to the minerals herein specifically mentioned and whether now known to exist or hereafter discovered, and any right, title or interest of any character whatsoever in said timber and minerals upon, under or in any of the property at any time subject to the lien of the Mortgage pursuant to this Supplemental Indenture, and all structures, equipment and facilities used or provided in connection therewith, together with the right herein reserved in the Company of ingress and egress over, on or upon any of the property subject to the lien of the Mortgage pursuant to this Supplemental Indenture at any and all times for the purposes of developing, exploring for, drilling, mining, removing or processing said timber and minerals, subject to the limitation that the use of the property subject to the lien of the Mortgage pursuant to this Supplemental Indenture for railroad purposes may not be interfered with or adversely affected; *provided, however,* that this exception and reservation shall not

apply to any such property, or any such structures, equipment and facilities, or any such rights of ingress and egress, which shall have been Bonded otherwise than pursuant to the last sentence of the definition of Bonded in Section 1.01 of the Mortgage; and

(4) all certificates of public convenience and necessity and similar certificates and franchises for motor carrier operations and for water carrier operations, and all vehicles, boats, barges and other equipment, machinery, tools, implements, materials and supplies used in connection therewith.

TO HAVE AND TO HOLD the premises, railroads, railroad property and appurtenances, rights, privileges, franchises, estates, leaseholds, securities, and other property hereby conveyed, as a part of the "trust estate" under the Mortgage, unto the Trustees, their successor or successors in trust and their assigns, forever;

SUBJECT, HOWEVER, (a) as to all the properties hereby mortgaged (whether now owned or hereafter acquired) embraced therein or affected thereby to the Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage, dated February 1, 1921, and to the Great Northern Railway Company General Gold Bond Mortgage, dated January 1, 1921, to the extent that the liens thereof respectively attached, and (b) to Excepted Encumbrances and, in respect of existing Equipment, to Equipment Agreements now in effect or hereafter executed in accordance with the provisions of the Mortgage.

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 Mortgage and of any coupons appurtenant thereto, and for the enforcement of the payment of the principal of such 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 Mortgage, 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 Mortgage, and the principal of, premium, if

any, and interest payable on every such Bond shall be equally and ratably secured by the property covered by this Supplemental Indenture, as if all such Bonds at any time outstanding had been executed, delivered and negotiated simultaneously with the execution and delivery of this Supplemental Indenture.

This 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 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 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 Assistant Secretaries; and Jacob M. Ford II, 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

7

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By .....
Trust Officer

(Corporate Seal)

Attest:

.....
Assistant Secretary

..... (L. S.)

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

.....

.....
Attesting Witnesses

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

I, FRANK SCHLIERF, 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)

.....
FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1971

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

I, FRANK SCHLIERF, 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 R. E. SPARROW and J. THOMAS CLARK, personally known to me and personally known to me to be a Trust Officer and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, 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 Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said R. E. SPARROW resides at 496 Dorchester Road, Ridgewood, New Jersey, and that the said J. THOMAS CLARK resides at 164-20 Highland Avenue, Jamaica, New York; that said R. E. SPARROW is Trust Officer and said J. THOMAS CLARK is Assistant Secretary of Morgan Guaranty Trust Company of New York, 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 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)

.....
FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1971

10

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

I, FRANK SCHLIERF, 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)

.....
FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1971

Exhibit D1

Lines of railroad acquired by Burlington Northern Inc. as a result of the merger into said Company of Chicago, Burlington & Quincy Railroad Company on March 2, 1970, and hereby subjected to the lien of the Consolidated Mortgage of Burlington Northern Inc. dated March 2, 1970, as follows:

GROUP A: Main lines of railroad, aggregating approximately 4,924.37 miles:

	Approximate Length in Miles
Item (1). From a connection with the tracks of Chicago Union Station Company at Roosevelt Road in Chicago, extending in a westerly direction via Aurora, Mendota, Galesburg and Monmouth, Illinois; Burlington, Ottumwa, Creston and Pacific Junction, Iowa; Plattsmouth, Ashland, Lincoln (including freight line between Lincoln and Cobb), Hastings, Oxford Junction and McCook, Nebraska; and Brush and Fort Morgan, Colorado, to a connection with the tracks of the Denver Union Terminal Company at Denver, Colorado, a total distance of	1019.53
Item (2). From a connection with the line described in Item (1) of this Group A in Aurora, Illinois, extending in a northwesterly direction via Oregon, Savanna and East Dubuque, Illinois; and Prairie du Chien, LaCrosse (including freight line at LaCrosse), and Hastings, Wisconsin, to a connection with the tracks of the Saint Paul Union Depot Company at St. Paul, Minnesota, a total distance, including 12.64 miles owned by others and used pursuant to agreement, of	389.33
Item (3). From a connection with the tracks of the Davenport, Rock Island and North Western Railway Company at Rock Island, Illinois, extending in a southerly direction via Barstow and Rio to Alexis, Illinois, a total distance of	51.76

	Approximate Length in Miles
Item (4). From Roseville, Illinois, extending in a southeasterly direction via Bushnell, Concord, and East Alton to East St. Louis, Illinois, a total distance, including 19.05 miles owned by others and used pursuant to agreement, of	167.43
Item (5). From a connection with the line described in Item (3) of this Group A at Barstow, Illinois, extending in a northerly direction via Denrock, Lass and Ebner, Illinois (including freight line from Lass to Garden Plain), to Savanna, Illinois, a distance of	58.50
Item (6). From a connection with the line described in Item (1) of this Group A at Galesburg, Illinois, extending in a northwesterly direction to Rio, Illinois, a distance of	12.17
Item (7). From a connection with the line described in Item (4) of this Group A at Concord, Illinois, extending in a southeasterly direction via Centralia and Herrin to Metropolis, Illinois, a total distance, including 15.79 miles owned by others and used pursuant to agreement, of	226.06
Item (8). From a connection with the line described in Item (1) of this Group A at Galesburg, Illinois, extending in a southwesterly direction via Bushnell, Illinois, to a connection with Item (10) of this Group A at West Quincy, Missouri, a distance of	100.61
Item (9). From a connection with the line described in Item (1) of this Group A at Galesburg, Illinois, extending in a southeasterly direction to Peoria, Illinois, a total distance of	52.75
Item (10). From a connection with the line described in Item (1) of this Group A at Burlington, Iowa, extending in a southerly direction via Fort Madison and Keokuk, Iowa; and Alexandria, West Quincy, Hannibal and Old Monroe, Missouri, to a connection with the tracks of the Terminal Railroad Association of St. Louis at St. Louis, Missouri, a distance of	212.91

	Approximate Length in Miles
Item (11). From a connection with the line described in Item (10) of this Group A at Old Monroe, Missouri, extending in a westerly direction to a connection with the tracks of the Gulf, Mobile and Ohio Railroad Company at Francis, Missouri, a distance of	63.27
Item (12). From Palmyra, Missouri, extending in a westerly direction via Macon, Brookfield and Cameron, Missouri, to St. Joseph, Missouri, a distance of	191.17
Item (13). From a connection with the line described in Item (10) of this Group A at Mark, Missouri, extending in a westerly direction to a connection with the line described in Item (12) of this Group A at Palmyra, Missouri, a distance of	8.91
Item (14). From a connection with the line described in Item (12) of this Group A at Needles, Missouri, extending in a southwesterly direction via Cotter, Missouri, to a connection with the tracks of the Kansas City Terminal Railway Company at Kansas City, Missouri, a total distance, including 16.04 miles owned by others and used pursuant to agreement, of	96.39
Item (15). From a connection with a line described in Item (14) of this Group A at Birmingham, Missouri, extending in a northeasterly direction to Kearney, Missouri, a distance of	17.11
Item (16). From a connection with the line described in Item (14) near Ustick Tower in North Kansas City, Missouri, extending in a northerly direction via St. Joseph, Napier and Corning, Missouri; and Hamburg, Payne and Pacific Junction, Iowa, to a connection with the Union Pacific Railroad Company at Union Pacific Transfer in Council Bluffs, Iowa, a distance of	180.37

	Approximate Length in Miles
Item (17). From a connection with the line described in Item (1) of this Group A at Oreapolis, Nebraska, extending in a northerly direction to Omaha, Nebraska, a distance of	17.00
Item (18). From a connection with the line described in Item (17) of this Group A at Omaha, Nebraska, extending in a westerly direction to a connection with the line described in Item (1) of this Group A at Ashland, Nebraska, a distance of	30.26
Item (19). From a connection with the line described in Item (18) of this Group A at Ashland, Nebraska, extending in a northerly direction via Fremont and Laketon, Nebraska, to Sioux City, Iowa, a total distance, including 4.59 miles owned by others and used pursuant to agreement, of	109.11
Item (20). From a connection with the line described in Item (16) of this Group A at Napier, Missouri, extending in a westerly direction via Rulo, Wymore, Superior and Red Cloud, Nebraska, to a connection with the line described in Item (1) of this Group A at Oxford Junction, Nebraska, a distance of	256.97
Item (21). From a connection with the line described in Item (20) of this Group A at Table Rock, Nebraska, extending in a northwesterly direction via Tecumseh, Lincoln, Milford, Seward, Aurora, Grand Island and Alliance, Nebraska; Edgemont, South Dakota; Newcastle and Sheridan, Wyoming; and Huntley, Montana, to Billings, Montana, a total distance, including 12.06 miles owned by others and used pursuant to agreement, of	903.77

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Approximate Length in Miles

Item (22). From a connection with the line described in Item (21) of this Group A at Alliance, Nebraska, extending in a southwesterly direction via Northport and Sidney, Nebraska; and Sterling and Union, Colorado, to a connection with the line described in Item (1) of this Group A at Brush, Colorado, a total distance, including 23.67 miles owned by others and used pursuant to agreement, of 149.32

Item (23). From a connection with the line described in Item (21) of this Group A at Billings, Montana, extending first southwesterly and thence southeasterly via Laurel and Fromberg, Montana; Frannie, Greybull, Casper, Orin, Wendover and Guernsey, Wyoming; and Mitchell, Nebraska, to a connection with the line described in Item (22) of this Group A at Northport, Nebraska, a total distance, including 30.92 miles owned by others and used pursuant to lease, and 37.27 miles owned by others and used pursuant to agreement, of 531.91

Item (24). From a connection with the line described in Item (7) of this Group A at Herrin Junction, Illinois, extending in a southwesterly direction to Herrin, Illinois, a total distance of 1.31

Item (25). From a connection with the line described in Item (10) of this Group A at West Quincy, Missouri, extending in a northwesterly direction to Kirksville, Missouri, a total distance of 67.45

GROUP B: Branch lines of railroad, aggregating approximately 3,117.11 miles:

Item (1). From a connection with the line described in Item (1) of Group A in Aurora, Illinois, in a northerly direction to West Chicago, Illinois, a distance of about..... 12.02

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Approximate Length in Miles

Item (2). From a connection with the line described in Item (1) of Group A at Aurora, Illinois, in a northerly direction to West Batavia, Illinois, a distance of 7.15

Item (3). From a connection with the line described in Item (1) of Group A at Montgomery, Illinois, in a southwesterly direction via Burgess Junction to Streator, Illinois, a distance of 57.59

Item (4). From a connection with the line described in Item (3) of this Group B at Streator, Illinois, in a northwesterly direction via LaSalle to Zearing, Illinois, a distance of 43.66

Item (5). From Baker, Illinois, in a northwesterly direction via Earlville to Paw Paw, Illinois, a total distance, including .60 miles owned by others and used pursuant to agreement, of 14.17

Item (6). From a connection with the line described in Item (1) of Group A in Mendota, Illinois, in a westerly direction via Walnut to a connection with the line described in Item (5) of Group A at Denrock, Illinois, a distance of 48.53

Item (7). From a connection with the line described in Item (5) of this Group B at Paw Paw, Illinois, in a westerly direction via Sterling and Agnew to a connection with the line described in Item (5) of Group A at Denrock, Illinois, a total distance, including 4.91 miles owned by others and used pursuant to agreement, of 56.11

Item (8). From a connection with the line described in Item (2) of Group A at Flag Center, Illinois, in a northerly direction to Rockford, Illinois, a distance of 23.50

Item (9). From a connection with the line described in Item (2) of Group A at Oregon, Illinois, in a northerly direction to Mt. Morris, Illinois, a distance of 6.98

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Approximate Length in Miles

Item (10). From a connection with the line described in Item (2) of Group A at East Dubuque, Illinois, in a westerly direction to Dubuque, Iowa, a total distance, including 1.14 miles owned by others and used pursuant to agreement, of 1.65

Item (11). From a connection with the line described in Item (2) of Group A at East Winona, Wisconsin, in a westerly direction to Winona, Minnesota, a total distance, including .98 miles owned by others and used pursuant to agreement, of 2.16

Item (12). From a connection with the line described in Item (1) of Group A in Buda, Illinois, in a southwesterly direction to a connection with the line described in Item (9) of Group A at Elmwood, Illinois, a distance of.... 44.53

Item (13). From a connection with the line described in Item (9) of Group A at Yates City, Illinois, in a southwesterly direction through Lewistown and Vermont to Rushville, Illinois, a distance of 62.91

Item (14). From a connection with the line described in Item (7) of Group A at Horton, Illinois, in an easterly direction to West Frankfort, Illinois, a distance of 3.65

Item (15). From Woodhull, Illinois, in a westerly direction via Alpha to Joy, Illinois, a distance of 30.83

Item (16). From Fairview, Illinois, in a southerly and southeasterly direction, via Lewistown to Liverpool, Illinois, a distance of 27.82

Item (17). From a connection with track #222 at Quincy, Illinois, in a northerly direction to Colusa, Illinois, a distance of 50.71

Item (18). From a connection with the line described in Item (8) of Group A, at Quincy, Illinois, in a southerly direction to East Hannibal, Illinois, a distance of 17.98

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Approximate Length in Miles

Item (19). From a connection with the line described in Item (10) of Group A, at Alexandria, Missouri, in a northwesterly direction to Centerville, Iowa; thereafter, following a gap, from Corydon to Humeston, Iowa; and thereafter, following a gap, from Clearfield to Merle, Iowa, a total distance for the three segments of 106.39

Item (20). From Unionville, Missouri, in a southerly direction via Milan to a connection with the line described in Item (12) of Group A at LaClede, Missouri, a distance of 53.31

Item (21). From a connection with the line described in Item (14) of Group A at Cotter, Missouri, in a southwesterly direction to Carrollton, Missouri, a distance of 11.73

Item (22). From a connection with the line described in Item (10) of Group A at Ft. Madison, Iowa, in a westerly direction to Stockport, Iowa, a distance of 34.82

Item (23). From a connection with the line described in Item (1) of Group A at Burlington, Iowa, in a northwesterly direction via Winfield to Washington, Iowa, a total distance, including 15.38 miles owned by others and used pursuant to agreement, of 52.50

Item (24). From Hamill, Iowa, in a northerly direction to Houghton, Iowa, a distance of 2.89

Item (25). From a connection with the line described in Item (1) of Group A, at Albia, Iowa, in a northwesterly direction via Tracy to Des Moines, Iowa, a total distance, including 27.57 miles owned by others and operated pursuant to agreement, of 69.16

Item (26). From a connection with the line described in Item (1) of Group A at Chariton, Iowa, in a southwesterly direction via Giles, Iowa, and Bethany, Missouri, to a connection with track #353 at St. Joseph, Missouri, a distance of 142.95

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	Approximate Length in Miles
Item (27). From a connection with the line described in Item (26) of this Group B at Giles, Iowa, in a westerly direction to Mt. Ayr, Iowa, and following a gap, extending southerly from Grant City, Missouri, to a connection with the line described in Item (26) of this Group B, at Albany Junction, Missouri, a total distance for the two segments of	43.25
Item (28). From a connection with the line described in Item (1) of Group A at Creston, Iowa, in a northwesterly direction to Cumberland, Iowa, a distance of	46.78
Item (29). From a connection with the line described in Item (1) of Group A at Creston, Iowa, in a southerly direction via Merle Jct., Iowa, and Maryville, Missouri, to Barnard, Missouri; thereafter, following a gap, from Savannah, Missouri, to a connection with the line described in Item (16) of Group A at Amazonia, Missouri, a total distance for the two segments of	79.45
Item (30). From a connection with the line described in Item (1) of Group A at Villisca, Iowa, in a southerly direction to Clarinda, Iowa, and following a gap, commencing at Skidmore, Missouri, to a connection with the line described in Item (16) of Group A at Bigelow, Missouri, a total distance for the two segments of	35.58
Item (31). From Westboro, Missouri, in a southwesterly direction to a connection with the line described in Item (16) of Group A at Corning, Missouri, a distance of	22.54
Item (32). From a connection with the line described in Item (33) of Group B at Red Oak, Iowa, in a northerly direction to Griswold, Iowa, a distance of	18.42
Item (33). From a connection with the line described in Item (1) of Group A at Red Oak, Iowa, in a southwesterly direction via Shenandoah to Riverton, Iowa, a distance of	30.86

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	Approximate Length in Miles
Item (34). From a connection with the line described in Item (1) of Group A at Hastings, Iowa, in a southwesterly direction to Sidney, Iowa, a distance of	21.03
Item (35). From a connection with the line described in Item (1) of Group A at Hastings, Iowa, in a northerly direction to Carson, Iowa, a distance of	16.18
Item (36). From a connection with the line described in Item (16) of Group A at Armour, Missouri, in a westerly direction to Atchison, Kansas, a total distance, including .35 miles owned by others and used pursuant to agreement, of	3.96
Item (37). From a connection with the line described in Item (16) of Group A at East Leavenworth, Missouri, in a westerly direction to Leavenworth, Kansas, a total distance, including 1.73 miles owned by others and used pursuant to agreement, of	3.89
Item (38). From a connection with the line described in Item (16) of Group A at Payne, Iowa, in a westerly direction through Nebraska City, Nebraska, to a connection with the line described in Item (21) of Group A at Lancaster, Nebraska, a distance of	59.94
Item (39). From a connection with the line described in Item (38) of this Group B at Nebraska City, Nebraska, in a southerly direction via Nemaha to Shubert, Nebraska, a distance of	35.89
Item (40). From Auburn, Nebraska, in a westerly direction to a connection with the line described in Item (21) of Group A at Tecumseh, Nebraska, a distance of	22.50
Item (41). From a connection with the line described in Item (18) of Group A at South Omaha, Nebraska, in a southeasterly direction via Gilmore Junction to a connection with the line described in Item (17) of Group A at Pappio, Nebraska, a total distance, including 4.95 miles owned by others and used pursuant to agreement, of	9.95

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	Approximate Length in Miles
Item (42). From a connection with the line described in Item (19) of Group A at Laketon, Nebreska, in a westerly direction to O'Neill, Nebraska, a distance of	124.42
Item (43). From a connection with the line described in Item (1) of Group A at Ashland, Nebraska, in a northwesterly direction via Wahoo to Prague, Nebraska, a distance of	31.50
Item (44). From a connection with the line described in Item (1) of Group A at Lincoln, Nebraska, in a northwesterly direction via Malcolm to Columbus, Nebraska, a distance of	70.03
Item (45). From a connection with the line described in Item (1) of Group A at Crete, Nebraska, in a southeasterly direction via DeWitt and Beatrice to a connection with the line described in Item (20) of Group A at Wymore, Nebraska, a distance of	41.84
Item (46). From a connection with the line described in Item (20) of Group A at Odell, Nebraska, in a southwesterly direction to Concordia, Kansas, a distance of	70.74
Item (47). From a connection with the line described in Item (45) of Group B at DeWitt, Nebraska, in a westerly direction via Edgar to Hildreth, Nebraska, and following a gap, extending from a connection with the line described in Item (1) of Group A at Holdrege, Nebraska, via Sterling, Colorado, to Carpenter, Wyoming, a total distance for the two segments of	428.05
Item (48). From Benedict, Nebraska, in a southerly direction to McCool Junction, and following a gap, from Lushton to Clay City, Nebraska; and also from Huntley, Nebraska, to Ayr Junction, Nebraska, a total distance for the two segments of	99.01

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	Approximate Length in Miles
Item (49). From a connection with the line described in Item (1) of Group A at Fairmont, Nebraska, in a southeasterly direction via Tobias to Daykin, Nebraska, a distance of	28.04
Item (50). From a connection with the line described in Item (1) of Group A at Fairmont, Nebraska, in a southeasterly direction via Strang to Hebron, Nebraska, a distance of	33.71
Item (51). From a connection with the line described in Item (47) of this Group B at Edgar, Nebraska, in a southerly direction to Nelson, Nebraska, a distance of	13.59
Item (52). From a connection with the line described in Item (21) of Group A at Aurora, Nebraska, in a southerly direction via Hastings and Blue Hill to Lester, Nebraska, a distance of	63.10
Item (53). From a connection with the line described in Item (21) of Group A at Aurora, Nebraska, in a northerly direction via Palmer and Greeley Center to Burwell, Nebraska, a distance of	104.24
Item (54). From a connection with the line described in Item (53) of this Group B at Palmer, Nebraska, in a northwesterly direction to Sargent, Nebraska, a distance of	73.16
Item (55). From a connection with the line described in Item (1) of Group A at Kenesaw, Nebraska, in a northwesterly direction to Kearney, Nebraska, a distance of	24.31
Item (56). From a connection with the line described in Item (20) of Group A at Orleans, Nebraska, in a westerly direction to St. Francis, Kansas, a distance of	133.66
Item (57). From a connection with the line described in Item (56) of this Group B at Flynn, Nebraska, in a southwesterly direction to Oberlin, Kansas, a total distance, including 17.30 miles owned by others and used pursuant to agreement, of	74.61

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	Approximate Length in Miles
Item (58). From a connection with the line described in Item (1) of Group A at Culbertson, Nebraska, in a northwesterly direction to Imperial, Nebraska, a distance of	48.35
Item (59). From a connection with the line described in Item (1) of Group A at Denver, Colorado, in a northwesterly direction via Utah Junction and Longmont to Lyons, Colorado, a total distance, including 13.81 miles owned by others and used pursuant to agreement, of	47.96
Item 60). From a connection with the line described in Item (21) of Group A at Edgemont, South Dakota, in a northerly direction via Minnekahta, Hill City and Englewood to Deadwood, South Dakota, a distance of	106.38
Item (61). From a connection with the line described in Item (60) of this Group B at Minnekahta, South Dakota, in an easterly direction to Hot Springs, South Dakota, a distance of	12.98
Item (62). From a connection with the line described in Item (60) of this Group B at Hill City, South Dakota, in an easterly direction to Keystone, South Dakota, a distance of	9.58
Item (63). From a connection with the line described in Item (23) of Group A at Frannie, Wyoming, in a westerly direction to Cody, Wyoming, a distance of	41.93

Exhibit D2

Trackage Agreements and Leases under which Burlington Northern Inc. has acquired trackage rights or lessee interests as a result of the merger into said Company of Chicago, Burlington & Quincy Railroad Company on March 2, 1970, and hereby subjected to the lien of the Consolidated Mortgage of Burlington Northern Inc. dated March 2, 1970, as follows:

A.—Agreements under which the Company has Trackage Rights:

1. With Atchison Bridge Company, dated June 25, 1930, expiring December 31, 1975, covering use of approximately .35 miles between Atchison, Kansas and Winthrop, Mo., Missouri River Bridge.

2. With Baltimore & Ohio Railroad, dated August 15, 1913, subject to termination on 90 days written notice before August 1 of each year, covering use of approximately 54.20 miles between Shattuc and East St. Louis, Illinois.

3. With Chicago & North Western Railway, dated May 31, 1869, subject to termination on six months written notice, covering use of approximately 4.91 miles between Agnew and Sterling, Illinois.

4. With Chicago & North Western Railway, dated October 1, 1922, subject to termination on one year written notice, covering use of approximately 3.70 miles of Missouri River bridge between Sioux City, Iowa and South Sioux City, South Dakota.

5. With Chicago & North Western Railway, dated April 4, 1926, for an indefinite period until cancelled, covering use of approximately .60 miles of trackage at Earlville, Illinois.

6. With Chicago & North Western Railway, dated September 29, 1926, for so long as use Sioux City Bridge, covering use of .03 miles of track connection at Ferry, Nebraska.

7. With Chicago & Eastern Illinois Railway, dated June 1, 1910, subject to termination on one year written notice, covering use of approximately 15.79 miles of joint line between Nielson and West Vienna, Illinois.

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8. With Chicago Great Western Railway, dated April 30, 1937, subject to termination on 90 days written notice, covering use of approximately 2.40 miles between Bridge Junction and Burch, Iowa.

9. With Chicago Great Western Railway, dated August 3, 1944, subject to termination on 90 days written notice, covering use of approximately 50.98 miles between Burch and Talmadge, Iowa.

10. With Chicago Great Western Railway, dated January 1, 1954, subject to termination 24 years from effective date and thereafter on one year written notice, covering use of approximately 1.73 miles of bridge and tracks between Leavenworth, Kansas and Stillings, Missouri.

11. With Chicago, Milwaukee, St. Paul & Pacific Railroad Company, dated May 28, 1902, subject to termination on one year written notice, covering use of approximately 17.96 miles between St. Croix and St. Paul, Minnesota.

12. With Chicago, Rock Island & Pacific Railroad, dated September 1, 1959, for a term of 25 years or subject to termination on six months written notice in case of abandonment, covering use of approximately 15.38 miles between Burlington and Mediapolis, Iowa.

13. With Chicago, Rock Island & Pacific Railroad, dated June 1, 1881, subject to termination on six months written notice, covering use of approximately .81 miles at joint terminal, Clinton, Iowa.

14. With Chicago, Rock Island & Pacific Railroad, dated April 20, 1953, subject to termination on one year written notice, covering use of approximately 17.30 miles between Almena and Dellvale, Kansas.

15. With Chicago Union Station, dated July 2, 1915, covering use of approximately .76 miles of Chicago Union Station trackage.

16. With Cleveland, Cincinnati, Chicago & St. Louis Railway, dated June 1, 1916, covering use of approximately 19.05 miles between East St. Louis and East Alton, Illinois.

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17. With Colorado & Southern Railway, dated November 29, 1889, for a term of 999 years or subject to termination on three years written notice by the Company, covering use of approximately 11.40 miles between Utah Junction and Burns Junction, Colorado.

18. With Colorado & Southern Railway, dated October 1, 1910, subject to termination on six months written notice, covering use of approximately 1.70 miles at terminal facilities, Cheyenne, Wyoming.

19. With Colorado & Southern Railway, dated May 23, 1957, until June 30, 1967, and then subject to termination on 90 days written notice, covering use of approximately .30 miles at Prospect, Colorado.

20. With Colorado & Southern Railway, dated June 16, 1949, expiring March 21, 1999, covering use of approximately 2.50 miles between Prospect and Utah Junction, Colorado.

21. With Davenport, Rock Island & North Western Railway, dated February 27, 1901, expiring February 27, 2000, covering use of approximately 49.00 miles between Clinton, Iowa and Rock Island, Illinois.

22. With Davenport, Rock Island & North Western Railway, dated April 12, 1898, expiring April 12, 1997, covering use of approximately .72 miles of trackage at Rock Island, Illinois.

23. With Denver Market & Produce Terminal, dated April 15, 1939, subject to termination on six months written notice, covering use of approximately .60 miles of fruit and vegetable market appurtenant trackage.

24. With Denver Union Terminal Railway, dated March 2, 1914, for a term of 99 years, covering use of approximately .64 miles of Union Depot tracks at Denver, Colorado.

25. With Gulf, Mobile & Ohio Railroad, dated December 20, 1948, for an indefinite period until cancelled, covering use of approximately 159.04 miles of joint line between Francis and Kansas City, Missouri.

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26. With Illinois Central Railroad, dated February 25, 1889, subject to termination on three years written notice, covering use of approximately 1.07 miles between Dubuque, Iowa and East Dubuque, Illinois.

27. With Illinois Central Railroad, dated June 21, 1933, subject to termination on one year written notice, covering use of approximately .66 miles on Mississippi River Bridge between Dubuque, Iowa and East Dubuque, Illinois.

28. With Illinois Central Railroad, dated February 25, 1889, subject to termination on three years written notice, covering use of approximately 12.39 miles between Portage Curve and East Dubuque, Illinois.

29. With Illinois Central Railroad Company, dated April 24, 1969, for a period of 5 years and thereafter subject to termination on six months' notice, or the operating life of the Freeman Coal Corporation's mine at Groat, Illinois, if less than 5 years, covering use of approximately 18 miles of main and secondary tracks between Christopher and Groat, Illinois, for operation of unit coal trains.

30. With Illinois Terminal Railroad, dated May 12, 1916, subject to termination on six months written notice, covering use of approximately 4.75 miles between Alton and North Wood River, Illinois.

31. With Kansas City Terminal Railway, dated June 12, 1909, expiring 250 years from effective date, covering use of approximately 7.49 miles at Union Depot and Terminal, Kansas City, Mo.

32. With Missouri Pacific Railroad, dated December 15, 1951, subject to termination on one year written notice, covering use of approximately .17 miles of connecting track at Kansas City, Missouri.

33. With Paducah & Illinois Railroad Company, dated November 1, 1959, expiring June 30, 1985, covering use of approximately 12.50 miles of bridge and tracks between Metropolis, Illinois and Paducah, Kentucky.

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34. With St. Paul Union Depot Company, dated December 18, 1916, expiring December 18, 2015, covering use of approximately .53 miles of Union Depot trackage at St. Paul, Minnesota.

35. With South Omaha Terminal Railway Company, dated August 1, 1949, subject to termination in 50 years and thereafter on six months written notice, covering use of approximately .41 miles of trackage at South Omaha, Nebraska.

36. With Terminal Railroad Association of St. Louis, dated December 16, 1902, for an indefinite period until cancelled, covering use of approximately 17.99 miles at Union depot and terminal, St. Louis, Missouri.

37. With Terminal Railroad Association of St. Louis, under no formal contract, covering use of approximately 5.16 miles between Willows and Granite City, Illinois.

38. With Union Pacific Railroad, dated March 1, 1920, expiring December 31, 1988, covering use of approximately 2.73 miles on Missouri River bridge and tracks between Council Bluffs, Iowa and Omaha, Nebraska.

39. With Union Pacific Railroad, dated August 7, 1900, expiring June 30, 1999, or subject to termination on three years written notice, covering use of approximately 4.54 miles between Gilmore Junction and South Omaha, Nebraska.

40. With Union Pacific Railroad, dated, August 7, 1900, expiring September 14, 2000, covering use of approximately 23.67 miles between Sterling and Union, Colorado.

41. With Union Pacific Railroad, dated August 3, 1922, expiring November 1, 2015, covering use of approximately .04 miles of connecting track at Denver, Colorado.

42. With Norfolk & Western Railway Company, dated February 8, 1963, for an indefinite period until cancelled as a result of abandonment of joint operations, covering use of approximately 27.57 miles between Albia and Des Moines, Iowa.

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43. With Norfolk & Western Railway Company, dated September 14, 1950, subject to termination in 99 years and then on six months written notice, covering use of approximately 16.04 miles between Birmingham and Missouri City Junction, Missouri.

44. With Norfolk & Western Railway Company, dated July 11, 1951, subject to termination on 90 days written notice, covering use of approximately 9.64 miles between East Hannibal and Hulls, Illinois.

45. With Norfolk & Western Railway Company, dated October 8, 1905, subject to termination on six months written notice, covering use of approximately 8.5 miles between Ustick Tower (North Kansas City) and Birmingham, Missouri.

46. With Winona Bridge Railway, dated September 14, 1938, subject to termination in 20 years and thereafter at expiration of any calendar year on 30 days written notice, covering use of approximately .99 miles of bridge and track across Mississippi River between East Winona, Wisconsin, and Winona, Minnesota.

47. With Associated Railroads, dated March 16, 1953, subject to termination by mutual agreement, covering use of approximately 6.5 miles of industrial spur at Denver, Colorado.

48. With Louisville & Nashville Railroad Company, dated July 6, 1939, subject to termination on 90 days written notice, covering use of approximately .10 miles of terminal facilities at Paducah, Kentucky.

B.—Lease under which the Company is Lessee:

From The Colorado and Southern Railway Company, leasing the line of railroad between Orin Junction and Wendover, Wyoming, approximately 31 miles, dated October 18, 1916, subject to cancellation on six months written notice.