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BOOK 104 PAGE 152

Executed in 600 Counterparts  
of which this is No. 421

**BURLINGTON NORTHERN RAILROAD COMPANY**  
(successor to Burlington Northern Inc.)

to

**MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK**

and

**W. A. JOHNSON**  
(successor to Bartlett Ford and Jacob M. Ford II),  
*Trustees*

**THIRTEENTH SUPPLEMENTAL INDENTURE**

Dated as of October 1, 1986

to

**BURLINGTON NORTHERN INC.  
CONSOLIDATED MORTGAGE**

Dated March 2, 1970

Creating Consolidated Mortgage 9¼% Bonds,  
Series H, Due 2006

Providing for the Issuance of Bonds of Series H and  
Modifying the Consolidated Mortgage

FILED FOR RECORD  
SKAMM, CO., WASH.  
BY *Burlington Northern Inc.*  
FEB 6 11 11 AM '87  
GARY M. JOHNSON  
AUDITOR  
*E. M. Johnson*

Registered	
Indexed, air	<i>✓</i>
Indirect	<i>✓</i>
Filmed	
Mailed	

THIS THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of October 1, 1986, by and between Burlington Northern Railroad Company, a corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Company," party of the first part and Morgan Guaranty Trust Company of New York, a New York trust company, and W. A. Johnson, of St. Louis, Missouri, successor to Bartlett Ford and Jacob M. Ford II, as Trustees, parties of the second part, hereinafter called, when referred to jointly, the "Trustees" and, when referred to separately, the "Corporate Trustee" and the "Individual Trustee," respectively;

WHEREAS, the Company has heretofore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental indentures thereto dated respectively as of March 2, 1970, July 1, 1970, April 15, 1971, December 20, 1971, May 23, 1972, January 15, 1974, July 1, 1975, June 15, 1978, March 1, 1979, August 1, 1980, May 14, 1981, December 31, 1981 and December 31, 1982, under which Consolidated Mortgage Bonds of several series are outstanding (the Original Mortgage as heretofore supplemented and modified being hereinafter called the "Indenture"); and

WHEREAS, the Company has by proper corporate action authorized the issuance and sale of an additional series of Bonds under the Indenture to be known as "Consolidated Mortgage 9 1/4% Bonds, Series H, Due 2006," hereinafter called the "Bonds of Series H," in the principal amount of \$275,000,000; and

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

WHEREAS, all acts and things prescribed by law, by the Restated Certificate of Incorporation and By-Laws of the Company and by the Indenture have been duly performed and complied with to make this Thirteenth Supplemental Indenture and the Bonds of Series H, when duly executed, authenticated (in the case of such Bonds) and delivered, valid, binding and legal instruments in accordance with their respective terms:

NOW, THEREFORE, THIS THIRTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:

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

#### ARTICLE I

##### CREATION OF BONDS OF SERIES H

SECTION 1.01. There is hereby created an eighth series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 9 1/4% Bonds, Series H, Due 2006". The Bonds of Series H shall:

(1) be dated the date of authentication;

(2) mature on October 1, 2006;

(3) bear interest at the rate of 9 1/4% per annum, payable semi-annually on April 1 and October 1 of each year, hereinafter sometimes called an "Interest Payment Date," from the Interest Payment Date next preceding the date of authentication thereof until payment of the principal amount thereof has been made or duly provided for except that: (a) any Bond of Series H authenticated before April 1, 1987 shall bear interest from October 1, 1986 unless clause (c) below is applicable; (b) if the Company shall default or be in default in the payment of interest upon Bonds of Series H, such Bonds of Series H shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so long as there is no existing default in the payment of interest on the Bonds of Series H, any Bond of Series H authenticated after the close of business on any Record Date, as hereinafter defined, with respect to any Interest Payment Date and on or prior to such Interest Payment Date shall bear interest from such Interest Payment Date;

(4) be payable as to principal and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; provided that, unless other arrangements acceptable to the Corporate Trustee are made, interest will be paid by check to persons in whose names the Bonds of Series H are registered;

(5) not be redeemable before maturity or entitled to any sinking fund;

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

(7) be limited (except as provided in Section 1.09 of the Indenture) in aggregate principal amount to \$275,000,000.

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

The term "Record Date," when used herein with respect to an Interest Payment Date, shall mean the March 15 or September 15 (whether or not a business day), as the case may be, next preceding such Interest Payment Date. Default in the payment of interest means in this Section 1.01 failure to pay interest on the applicable Interest Payment Date disregarding any period of grace applicable under Section 7.01 of the Indenture.

SECTION 1.02. The Bonds of Series H shall not be redeemable prior to maturity.

SECTION 1.03. The Bonds of Series H shall not be entitled to any sinking fund.

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

[FORM OF FACE OF BOND OF SERIES H]

**BURLINGTON NORTHERN RAILROAD COMPANY**

**CONSOLIDATED MORTGAGE 9¼% BOND, SERIES H, DUE 2006**

**BURLINGTON NORTHERN RAILROAD COMPANY**, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, the principal sum of \_\_\_\_\_ DOLLARS on October 1, 2006, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate of 9¼% per annum, at said office or agency in like coin or currency, from the interest payment date next preceding the date of this Bond to which interest has been paid or duly provided for or October 1, 1986, whichever is later (unless this Bond is dated after any September 15 or March 15, and on or prior to the next succeeding April 1 or October 1, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding April 1 or October 1), semiannually on April 1 and October 1 of each year, until payment of said principal sum has been made or duly provided for; provided, however, that so long as there is no existing default in the payment of interest (and except for the payment of defaulted interest), the interest payable on any April 1 and October 1 will be paid to the person in whose name this Bond was registered at the close of business (whether or not a business day) on the

September 15 or March 15, as the case may be, next preceding such interest payment date and, unless other arrangements acceptable to the Corporate Trustee are made, will be paid by check mailed to such person. If and to the extent that the Company shall default in the payment of interest due on any April 1 or October 1, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on a subsequent record date established by notice for the payment of such defaulted interest, which notice shall be given not less than 15 days prior to such subsequent record date, such subsequent record date to be not less than five days preceding the date of payment of such defaulted interest.

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

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

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

Dated: \_\_\_\_\_

BURLINGTON NORTHERN RAILROAD  
COMPANY

By \_\_\_\_\_

Attest:

\_\_\_\_\_

[FORM OF REVERSE OF BOND OF SERIES H]

**BURLINGTON NORTHERN RAILROAD COMPANY  
CONSOLIDATED MORTGAGE 9¼% BOND, SERIES H, DUE 2006**

This Bond is one of the Consolidated Mortgage Bonds of the Company, herein sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated March 2, 1970, executed by the Company to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company (herein called the "Corporate Trustee"), and Jacob M. Ford II (W. A. Johnson, successor) as Trustees, as amended and supplemented from time to time, herein sometimes called the "Indenture," to which Indenture and any and all supplements thereto reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of security and the rights of the holders of the Bonds and coupons and the rights, duties and immunities of the Trustees thereunder.

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

This Bond is one of a series of the Bonds known as Consolidated Mortgage 9¼% Bonds, Series H, Due 2006 (hereinafter called the "Bonds of Series H") created by a Thirteenth Supplemental Indenture, dated as of October 1, 1986, to the Indenture. The aggregate principal amount of Bonds of Series H which may be outstanding at any time is limited to the principal amount of \$275,000,000, except as otherwise provided in the Indenture.



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

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

The Bonds of Series H are not redeemable prior to maturity and are not entitled to any sinking fund.

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

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

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

The Bonds of Series H are issuable in the denomination of \$1,000 or any multiple thereof. The Bonds of Series H are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series H are interchangeable in like aggregate principal amounts upon presentation for that purpose as provided in the Indenture.

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

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

[FORM OF CORPORATE TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

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

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Corporate Trustee

By \_\_\_\_\_  
Authorized Officer

SECTION 1.05. Bonds of Series H shall be transferable, and shall be exchangeable for a like aggregate principal amount of Bonds of Series H of other authorized denominations, upon surrender thereof at the office or agency of the Company to be maintained for that purpose in accordance with Section 4.01 of the Indenture accompanied by a proper instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder in person or by duly authorized attorney. No service charge will be made for any such transfer or exchange, but the Company may

require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

SECTION 1.06. Pending the preparation of definitive Bonds of Series H, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series H in temporary form as provided in Section 1.10 of the Indenture.

## ARTICLE II

### ISSUE OF BONDS OF SERIES H

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

## ARTICLE III

### DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 of the Original Mortgage is hereby supplemented and amended by adding thereto the following definition:

"U.S. Government Obligations" means bonds, notes or other evidences of indebtedness (or certificates evidencing an ownership interest therein) of or guaranteed by the United States of America or any agency or instrumentality thereof.

Article Eleven of the Original Mortgage is hereby supplemented and amended so as to insert therein, immediately following Section 11.02 thereof, a new Section 11.03, reading as follows:

SECTION 11.03(a). Subject to Sections 11.03(b) and 11.03(c) hereof, the Company may terminate all of its obligations under the Bonds of Series H and any series issued subsequent thereto and this Indenture with respect to the Bonds of any such series if the Company (i) irrevocably deposits in trust with the Corporate Trustee money or U.S. Government Obligations the payments of principal of and interest on which when due (whether or not callable, without reinvestment and assuming no tax liability will be imposed on the Trustees) will provide cash at such times and in such amounts as will (together with any money irrevocably deposited in trust with the Corporate Trustee, without investment) be sufficient to pay principal (including principal due on any redemption pursuant to a sinking fund) and interest when due on the Bonds of such series to maturity or redemption, as the case may be, and (ii) delivers a certificate of a nationally recognized firm of independent certified public accountants on which the Trustees may conclusively rely stating that the principal amount of and interest to be earned on the U.S. Government Obligations will provide sufficient funds to satisfy the Company's obligations on the Bonds; provided, that such termination will not become effective until the later of the 91st day following such deposit and the first day on which there is not continuing any Event of Default described in Section 7.01(5) hereof (without giving effect to the period of time referred to therein); and provided further, that such termination will not relieve the Company of its obligations under such Bonds and this Indenture to pay when due the principal of and interest on such Bonds if such Bonds are not paid (or deemed paid) when due from the money or U.S. Government Obligations (and the proceeds thereof) so deposited. If any such U.S. Government Obligations are callable at the option of the issuer, the proceeds which would be received upon the call thereof on each call date must be sufficient to pay the principal of, and premium, if any, and accrued interest on the Bonds of such series if redeemed on the earliest date on or after such call date on which redemption of the Bonds of such series would be permitted by the provisions of this Indenture.

Before or after a deposit the Company will (if necessary) make arrangements satisfactory to the Trustees for the redemption of Bonds at a future date in accordance with Article Three

(including any redemption required in order to satisfy any sinking fund obligation in respect of such Bonds).

Upon termination of the Company's obligations with respect to all Bonds of any series in accordance with this Section 11.03(a) and notice by the Company to the Trustees, (i) except as set forth below, the Trustees and each holder of the Bonds of such series shall cease to be entitled to any benefit or security under this Indenture with respect to the Bonds of such series and all the Trustees' rights and interest therein shall cease, terminate and become null and void and (ii) the Trustees shall (A) acknowledge in writing the termination of the Company's obligations with respect to the Bonds of such series except for those surviving obligations specified in Section 11.03(b) hereof, (B) execute and deliver termination statements, releases and other instruments of satisfaction, release and discharge with respect to such security interests and (C) assign, transfer and deliver to the Company all the Trustees' rights and interest in and to that portion of the trust estate so released.

(b) Notwithstanding any termination of any obligations of the Company in accordance with Section 11.03(a) hereof, the Company's obligation to pay the principal of and premium, if any, and interest on a series of Bonds pursuant to Section 4.01 and the Company's obligations in Sections 1.07, 1.09, 10.01(i), 10.04, 10.05 and 11.03(f) shall survive until there are no Bonds of such series outstanding (as such term is defined in Section 11.02). Thereafter, the Company's obligations in Sections 10.01(i) and 11.03(f) shall survive.

(c) The Company shall not be entitled to deposit cash or U.S. Government Obligations with the Corporate Trustee and terminate its obligations with respect to any Bonds in accordance with Section 11.03(a) hereof unless the Company shall have delivered to the Trustees an opinion of independent counsel to the effect that (i) the holders of such Bonds will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and termination and (ii) such holders (and future holders of such Bonds) will be subject to tax in the same manner as if such deposit and termination had not occurred.

(d) The Corporate Trustee shall hold in trust money or U.S. Government Obligations deposited with it pursuant to Section 11.03(a) hereof and apply the deposited money and the money from U.S. Government Obligations in accordance with this Indenture to the payment of principal of, and premium, if any, and interest on the Bonds of each series (including amounts payable in respect of any sinking fund) in respect of which the deposit shall have been made.

(e) The Corporate Trustee shall promptly pay to the Company upon written request any excess money or U.S. Government Obligations or other securities held by it at any time; provided that the Company delivers with such request a certificate of a nationally recognized firm of independent certified accountants on which the Corporate Trustee may conclusively rely stating that the principal of and interest earned on the U.S. Government Obligations or moneys remaining after the payment of such excess to the Company will provide sufficient funds to satisfy the Company's obligations on the Bonds with respect to which such moneys or U.S. Government Obligations have been deposited.

(f) The Company shall pay and shall indemnify the Trustees against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

(g) If the Corporate Trustee is unable to apply any money or U.S. Government Obligations with respect to the Bonds of any series in accordance with Section this 11.03 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture with respect to such Bonds and under such Bonds shall be revived and reinstated as though no deposit had occurred pursuant to this Section 11.03 until such time as the Corporate Trustee is permitted to apply all such money or U.S. Government Obligations in accordance with this Section 11.03; provided, however, that if the Company has made any payment of interest on or

principal of any such Bonds because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the holders of such Bonds to receive such payment from the money or U.S. Government Obligations held by the Corporate Trustee.

Article Four of the Original Mortgage is hereby supplemented and amended so as to insert therein, immediately following Section 4.13 thereof, a new Section 4.14, reading as follows:

**SECTION 4.14.** Notwithstanding any other provision of this Indenture, so long as any Bonds of Series H are outstanding (as such term is defined in Section 11.02), the Company will not, nor will it permit any of its subsidiaries to, issue, assume, create or incur any indebtedness for borrowed money under the Great Northern Mortgage, Northern Pacific Prior Lien Mortgage, Northern Pacific General Lien Mortgage and the Burlington Mortgage, except that Present Prior Lien Securities may be issued under any such mortgage for immediate pledge under this Indenture.

#### ARTICLE IV

##### MISCELLANEOUS PROVISIONS

**SECTION 4.01.** All of the terms, conditions and provisions of the Indenture (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Thirteenth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Thirteenth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

**SECTION 4.02.** Morgan Guaranty Trust Company of New York and W. A. Johnson, the parties of the second part, hereby accept the trust in this Thirteenth Supplemental Indenture declared and provided and agree to perform the same upon the terms and conditions herein and in the Indenture set forth. The recitals contained in this Thirteenth Supplemental Indenture and in the Bonds of Series H (except for the Corporate Trustee's certificates of authentication) shall be taken as statements of the Company, and the Trustees assume no responsibility for the correctness thereof.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Thirteenth Supplemental Indenture other than as set forth in the Original Mortgage.

**SECTION 4.03.** Nothing in this Thirteenth Supplemental Indenture expressed or implied is intended or shall be construed to give to any person, firm or corporation other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect of this Thirteenth Supplemental Indenture, or any covenant, condition or provision herein contained, all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the Bonds and the coupons; and all such covenants, conditions and provisions by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

**SECTION 4.04.** The headings of the several Articles hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**SECTION 4.05.** This Thirteenth 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 Railroad Company, the party of the first part, has caused this Thirteenth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President and Chief Executive Officer 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 Thirteenth 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 W. A. Johnson,



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

BURLINGTON NORTHERN RAILROAD  
COMPANY

By *Ernest W. Burk*  
Vice President

(Corporate Seal)  
Attest: *W. O. Connor*  
Assistant Secretary

Signed, sealed and acknowledged by Burlington Northern Railroad Company in the presence of:

*Patricia R. Martin*  
*Camela A. White*  
Attesting Witnesses

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

By *W. A. Johnson*  
Vice President

(Corporate Seal)  
Attest: *W. A. Johnson*  
Assistant Secretary

Signed, sealed and acknowledged by Morgan Guaranty Trust Company of New York in the presence of:

*Michelle Paulson*  
Attesting Witnesses

*W. A. Johnson*  
W. A. Johnson

Signed and acknowledged by W. A. Johnson in the presence of:

*Deane G. Kan*  
*Larry Halliday*  
Attesting Witnesses

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

On this 6<sup>th</sup> day of October in the year 1986 before me personally came R. E. SPARROW to me known, who, being by me duly sworn, did depose and say that he resides at 496 Dorchester Road, Ridgewood, New Jersey; that he is a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like authority.

(Notarial Seal)



DAVID J. MAY  
Notary Public, State of New York  
No. 31-795708  
Qualified In New York County  
Commission Expires March 30, 1987

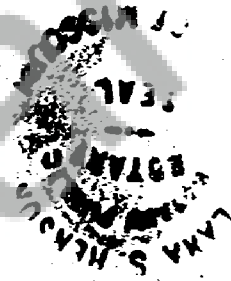
LANA S. HENSON  
NOTARY PUBLIC - STATE OF MISSOURI  
JEFFERSON COUNTY  
MY COMMISSION EXPIRES NOV. 12, 1989

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS } ss.

On this 3 day of October, 1986 before me personally came W. A. JOHNSON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(Notarial Seal)

*Lana S. Henson*



Unofficial Copy