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C.M. 71374

Executed in 535 Counterparts
of which this is No. 292.....

BURLINGTON NORTHERN INC.

TO

FIRST NATIONAL CITY BANK,
Trustee.

SUPPLEMENTAL INDENTURE (No. 11)

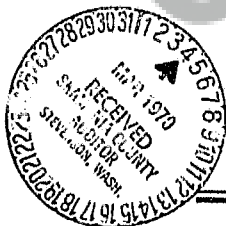
Dated as of March 2, 1970

TO

GREAT NORTHERN RAILWAY COMPANY
GENERAL GOLD BOND MORTGAGE

Dated January 1, 1921

Providing for Assumption of Obligations
by Reason of Merger of Great Northern Railway Company.



MCCORMICK AND HENDERSON, INC., CHICAGO

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SUPPLEMENTAL INDENTURE, dated as of the 2nd day of March, 1970, by and 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 (hereinafter sometimes called the "Trustee"), party of the second part.

Great Northern Railway Company (hereinafter sometimes called the "Old Company") has heretofore made, executed and delivered to The First National Bank of the City of New York, as Trustee, its General Gold Bond Mortgage dated January 1, 1921 (hereinafter called the "Mortgage"), and supplements thereto dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953 and as of September 1, 1954, under which General Mortgage Bonds of several series are outstanding.

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 merger is being consummated contemporaneously with the execution of this Supplemental Indenture, and has authorized the New Company to assume the Old Company's obligations in respect of said General Mortgage Bonds secured by the Mortgage as heretofore supplemented. The parties desire by this Supplemental Indenture to evidence the succession of the New Company to the Old Company and the assumption by the New Company as such successor corporation of the obligations of the Old Company under the Mortgage as heretofore supplemented.

All other things necessary to make this Supplemental Indenture when executed by the parties hereto a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

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

ARTICLE ONE

ASSUMPTION BY NEW COMPANY

The New Company hereby assumes the due and punctual payment of the principal and interest of said General Mortgage Bonds and the performance of all the covenants and conditions of the Mortgage, as heretofore and hereby supplemented, to be performed by the Old Company, so that in accordance with the provisions of Section 2 of Article Fifteen of the Mortgage, 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 Mortgage as the party of the first part thereto.

ARTICLE TWO

CONCERNING THE TRUSTEE

The Trustee shall not be responsible in any manner whatever 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. In general, each and every term and condition contained in Article Twelve of the Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

EXECUTION IN COUNTERPARTS

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

ARTICLE FOUR

CONSTRUED WITH MORTGAGE

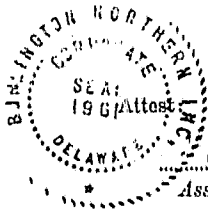
This is a Supplemental Indenture to the Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Mortgage as heretofore supplemented and each of the covenants and obligations of the New Company herein contained shall be subject to the provisions of the Mortgage 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 hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary; and FIRST NATIONAL CITY BANK, the party 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 hereunto affixed and the same to be attested by one of its Assistant Trust Officers, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

By
Vice President



.....
Assistant Secretary

FIRST NATIONAL CITY BANK,
as Trustee as aforesaid

By
Trust Officer

Attest:

.....
Assistant Trust Officer

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, SCOTT GELBARD, 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. TAVER 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. TAVER 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. TAVER 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)

Scott Gelbard
SCOTT GELBARD
Notary Public, State of New York
No. 1000
Qualified Jan. 1, 1969
Expiration Jan. 1, 1974
Commission Expires March 1, 1974

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

I, SCOTT GILHARD, 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 RALPH E. JOHNSON and J. A. OLIVE, 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 RALPH E. JOHNSON resides at 60 Gramercy Park North, New York, New York, and that J. A. OLIVE resides at 38 Foster Lane, Westbury, New York; that said RALPH E. JOHNSON is Trust Officer and said J. A. OLIVE 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 their 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)

SCOTT GILHARD
Notary Public, State of New York
No. 0077554
Qualified in Nassau County
Commission Expires March 22, 1971

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Unofficial
Copy

DATE	1954
TIME	10:00
PLACE	MAILED