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BOOK 78 PAGE 510

Executed in 560 Counterparts  
of which this is No. ....463....

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

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SECOND SUPPLEMENTAL INDENTURE

Dated as of July 1, 1970

TO

BURLINGTON NORTHERN INC.  
CONSOLIDATED MORTGAGE

Dated March 2, 1970

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Conveying Securities, Creating Consolidated Mortgage  
9½% Bonds, Series B, Due 1975 and Modifying Indenture.

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MCCORMICK AND HENDERSON, CHICAGO

**THIS SECOND SUPPLEMENTAL INDENTURE**, dated as of July 1, 1970, by and between BURLINGTON NORTHERN INC., 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 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, when referred to jointly, the "Trustees" and, when referred to separately, the "Corporate Trustee" and the "Individual Trustee", respectively;

WHEREAS, a certain Consolidated Mortgage, dated March 2, 1970, hereinafter called the "Original Mortgage", has been heretofore executed and delivered by the Company and by the Trustees; and an initial series of Bonds under the Original Mortgage, known as "Consolidated Mortgage 4% Bonds, Series A, Due 1984" has been authenticated and issued pursuant to the Original Mortgage in the principal amount of \$58,500,000, of which \$58,500,000 principal amount are now outstanding; and

WHEREAS, a certain Supplemental Indenture, dated as of March 2, 1970, has been heretofore executed and delivered by the Company and by the Trustees for the purpose of subjecting to the Original Mortgage certain additional properties acquired by the Company as a result of the merger of Chicago, Burlington & Quincy Railroad Company, an Illinois corporation, into the Company, the Original Mortgage as supplemented by such Supplemental Indenture being hereinafter called the "Indenture"; and

WHEREAS, the Company has by proper corporate action authorized the issuance of an additional series of Bonds under the Indenture to be known as "Consolidated Mortgage 9½% Bonds, Series B, Due 1975", hereinafter called the Bonds of Series B, in the principal amount of \$10,000,000; and

WHEREAS, the Company desires by this Second Supplemental Indenture to subject to the lien of the Indenture certain additional property, to evidence the terms and provisions, including redemption provisions, as determined by its Board of Directors, of the



Bonds of Series B, all as more fully set forth herein, and to modify the Indenture in the respects hereinafter provided; and

Whereas, all acts and things prescribed by law, by the Certificate of Incorporation and By-Laws of the Company and by the Indenture have been duly performed and complied with to make this Second Supplemental Indenture and the Bonds of Series B, 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 SECOND SUPPLEMENTAL 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 Second Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Second Supplemental Indenture and, for the same purposes as the original property described in or otherwise covered by the Indenture, 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: \$16,680,000 principal amount of General Mortgage 2<sup>nd</sup> Gold Bonds, Series B, Due January 1, 1910, issued under and pursuant to the Great Northern Railway Company's General Gold Bond Mortgage, dated January 1, 1921, as supplemented and amended.

SECOND: The following shares of stock:

(a) 12,756 shares of the first preferred stock, 61,421 shares of the second preferred stock, and 284,486 shares of the common stock of The Colorado and Southern Railway Company (except 100 shares of common stock held by directors), being



74.72 per cent of the total amount of capital stock of said company issued and outstanding.

(b) 15,000 shares of the capital stock of the Davenport, Rock Island and North Western Railway Company (except 4 shares held by directors) being one half of the total amount of capital stock of said company issued and outstanding.

(c) 33 1/3 shares of the capital stock of the Paulsboro and Illinois Railroad Company, being one third of the total amount of capital stock of said company issued and outstanding.

(d) 2,000 shares of the capital stock of the Winona Bridge Railway Company (except 3 shares held by directors) being 66 2/3 per cent of the total amount of capital stock of said company issued and outstanding.

(e) 2,400 shares of capital stock of The Red Railway Company of Chicago (except 1 share held by a director) being 100 per cent of the total amount of capital stock of said company issued and outstanding.

(f) 7,000 shares of the capital stock of the Chicago Union Station Company, being 70 per cent of the total amount of capital stock of said company issued and outstanding.

(g) 90 shares of the capital stock of The Denver Union Terminal Railway Company, being 100 per cent of the total amount of capital stock of said company issued and outstanding.

(h) 18,000 shares of the capital stock of the Kansas City Terminal Railway Company, being 80 per cent of the total amount of capital stock of said company issued and outstanding.

(i) 400 shares of the capital stock of the Keokuk Union Depot Company (except 2 shares held by directors) being 40 per cent of the total amount of capital stock of said company issued and outstanding.

(j) 900 shares of the capital stock of The Minnesota Transfer Railway Company, being 11 1/3 per cent of the total amount of capital stock of said company issued and outstanding.



(k) 1,036 shares of the capital stock of The St. Paul Union Depot Company, being  $12\frac{1}{2}$  per cent of the total amount of capital stock of said company issued and outstanding.

(l) 2,058 shares of the capital stock of the Terminal Railroad Association of St. Louis, being  $6\frac{1}{4}$  per cent of the total amount of capital stock of said terminal association issued and outstanding.

(m) 161 shares of the capital stock of The Iowa Transfer Railway Company, being 20 per cent of the amount of capital stock of said company issued and outstanding.

TO HAVE AND TO HOLD the securities, and any other property hereby conveyed, as a part of the "trust estate" under the Indenture, unto the Trustees, their successor or successors in trust and their assigns, forever;

SUBJECT, HOWEVER, (a) as to all the securities described in Granting Clause Second, 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, as liens superior to the lien of the Indenture, and (b) to Excepted Encumbrances.

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 Indenture) and of any coupons appurtenant thereto, and for the enforcement of the payment of the principal of the 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 Indenture and this Second Supplemental Indenture, 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 Indenture and this Second Supplemental Indenture, and the principal of, premium, if any, and interest payable on every such Bond shall be equally and ratably secured hereby, as if all such Bonds at any time outstanding had been executed,

delivered and negotiated simultaneously with the execution and delivery of this Second Supplemental Indenture.

AND THIS SECOND SUPPLEMENTAL INDENTURE FURTHER 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 B

SECTION 1.01. There is hereby created a second series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 9½% Bonds, Series B, Due 1975". The Bonds of Series B shall

(1) be dated the date of authentication;

(2) mature on July 1, 1975;

(3) bear interest at the rate of 9½% per annum, payable semi-annually on January 1 and July 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, except that: (a) any Bond of Series B authenticated before January 1, 1971 shall bear interest from July 1, 1970 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 B, such Bonds of Series B 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 B, any Bond of Series B 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, premium, if any, 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;

(5) be redeemable before maturity at the option of the Company as provided in Section 1.02 hereof;

(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 \$60,000,000.

So long as there is no existing default in the payment of interest on Bonds of Series B, the person in whose name any Bond of Series B 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 B subsequent to the 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 B, such defaulted interest shall be paid to the person in whose name such Bond of Series B is registered at the close of business on a subsequent Record Date, notice of which shall be sent by or on behalf of the Company, first class postage prepaid, to the holders of Bonds of Series B not less than 15 days prior to such subsequent Record Date.

The term "Record Date", when used herein with respect to an Interest Payment Date, shall mean the June 15 or December 15 (whether or not a business day), as the case may be, next preceding such Interest Payment Date and, with respect to the payment of any defaulted interest, shall mean the fifteenth day (whether or not a business day) next preceding the date fixed by the Corporate Trustee for the payment of such defaulted interest. 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 B shall be redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to

the date fixed for redemption; provided, however, that any installment of interest which by the terms of the Bonds of Series B is due and payable on any Interest Payment Date occurring on or prior to the redemption date shall be payable to the persons in whose names the Bonds of Series B were registered on the relevant Record Dates.

Whenever less than all of the Bonds of Series B are to be redeemed, the Corporate Trustee shall select, in such manner as it shall deem appropriate and fair, the particular Bonds of Series B or portions of such Bonds to be redeemed and shall notify the Company in writing of the numbers and principal amounts of the Bonds or portions thereof so selected. The Company shall give the Corporate Trustee written notice at least 50 days (or such lesser period as shall be acceptable to the Corporate Trustee) prior to any redemption date selected by the Company of the aggregate principal amount of Bonds of Series B to be redeemed.

The Company shall not be required to and, if so requested by the Corporate Trustee, shall not (i) issue, transfer or exchange any Bonds of Series B during a period beginning at the opening of business 15 days before any selection of Bonds of Series B for redemption and ending at the close of business on the date of such selection or (ii) transfer or exchange any Bond of Series B or portion thereof so selected for redemption; and the Corporate Trustee shall not be required to authenticate and deliver any Bonds of Series B during the period specified in (i) above or in lieu of Bonds or portions thereof selected for redemption.

The provisions of Sections 3.04 to 3.08, inclusive, of the Indenture shall, so far as applicable, apply to and govern the redemption of Bonds of Series B, except that any installment of interest which by the terms of the Bonds of Series B is due and payable on any Interest Payment Date occurring on or prior to a redemption date shall be payable to the persons in whose names the Bonds of Series B were registered on the relevant Record Dates, and except as otherwise expressly provided in this Second Supplemental Indenture.

SECTION 1.03. The Bonds of Series B and the Corporate Trustees' certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:



[FORM OF BOND OF SERIES B]  
 BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE 9½% BOND, SERIES B, DUE 1975

BURLINGTON NORTHERN INC., 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 July 1, 1975, 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 9½% 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 on July 1, 1970, whichever is later (unless this Bond is dated after any December 15 or June 15 and on or prior to the next succeeding January 1 or July 1, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding January 1 or July 1), semi-annually on January 1 and July 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 January 1 or July 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 December 15 or June 15, as the case may be, next preceding such interest payment date. If and to the extent that the Company shall default in the payment of interest due on any January 1 or July 1, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on the fifteenth day (whether or not a business day) next preceding the date fixed by the Corporate Trustee hereinafter mentioned for the payment of such defaulted interest, notice of which record date shall be given not less than 15 days prior to such record date.

This Bond is one of the Consolidated Mortgage Bonds of the Company, hereinafter 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, 1973, executed by the Company to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the "Corporate Trustee"), and JACOB M. FORD II, as Trustees, hereinafter, as amended and supplemented from time to time, 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, premium, if any, 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 9 1/2% Bonds, Series B, Due 1975 created by a Second Supplemental Indenture dated as of July 1, 1970 to the Indenture. The aggregate principal amount of Bonds of Series B which may be outstanding at any time is limited to the principal amount of \$60,000,000, 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, denomination 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.



As more particularly provided in the Indenture and such Second Supplemental Indenture, the Bonds of Series B are redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, upon notice as provided in the Indenture, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption; provided, however, that any installment of interest which by the terms of the Bonds of Series B is due and payable on any interest payment date occurring on or prior to the redemption date shall be payable to the persons in whose names the Bonds of Series B were registered on the relevant record dates.

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 duly authorized attorney, and thereupon a new Bond of Series B 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 B 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 B are issuable in the denomination of \$1,000 or any multiple thereof. The Bonds of Series B are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series B 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, premium, if any, 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.

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 Inc. has caused this Bond to be signed by the manual or facsimile signature of its Chairman of the Board or 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 INC.

By .....

Attest: .....

[PART 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 1.04. Bonds of Series B shall be transferable, and shall be exchangeable for a like aggregate principal amount of Bonds of Series B 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 1.05. Pending the preparation of definitive Bonds of Series B, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series B in temporary form as provided in Section 1.10 of the Indenture.

## ARTICLE II

### ISSUE OF BONDS OF SERIES B

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

## ARTICLE III

### MODIFICATION OF INDENTURE

Section 1.02 of the Indenture is hereby modified by the addition of the following sentence at the end thereof:

"Notwithstanding the foregoing, if and to the extent so provided in any supplemental indenture creating Bonds of any series and specifying that interest shall be payable to the persons who are registered holders of such Bonds on a record date prior to an interest payment date, any registered Bond without coupons of such series authenticated after such record date and prior to such interest payment date shall bear interest from such interest payment date".

## ARTICLE IV

## PLEDGE OF ADDITIONAL PROPERTY

At any time after the execution and delivery of this Second Supplemental Indenture, the Company may sell, assign, transfer, set over and pledge with the Trustees, for the same purposes and subject to the same trust as the original property described in or otherwise covered by the Indenture and this Second Supplemental Indenture, additional principal amounts of General Mortgage  $9\frac{1}{2}\%$  Gold Bonds, Series S, Due January 1, 2010 (more fully described in the Granting Clause of this Second Supplemental Indenture) without the execution and delivery of any further supplemental indenture to the Indenture.

## ARTICLE V

## MISCELLANEOUS PROVISIONS

SECTION 5.01. 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 Second Supplemental Indenture; and the Original Mortgage, as supplemented by the Supplemental Indenture thereto and modified and supplemented by this Second Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 5.02. Morgan Guaranty Trust Company of New York and Jacob M. Ford II, the parties of the second part, hereby accept the trust in this Second 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 Second Supplemental Indenture and in the Bonds of Series B (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 Second



Supplemental Indenture other than as set forth in the Original Mortgage.

SECTION 5.03. Nothing in this Second 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 Second 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 5.04. 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 5.05. This Second 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 Second 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 Second 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

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



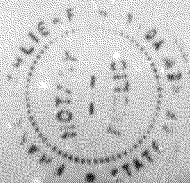
STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

I, FRANK SCHLIERER, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 22nd day of July, 1970, personally appeared before me J. A. TAGER and J. E. ADAMS, 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. TAGER resides at 1847 Stanford Avenue, St. Paul, Minnesota, and that the said J. E. ADAMS resides at Eldorado Green Drive, R. D. No. 3, Lloyd Harbor, New York; that said J. A. TAGER is Vice President and said J. E. ADAMS 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; that 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, on the day and year first above written.

(Notarial Seal)

FRANK SCHLIERER  
Notary Public, State of New York  
No. 00262139  
Qualified in Westchester County  
Certificate Notary Seal, New York  
Commission Expires March 30, 1971



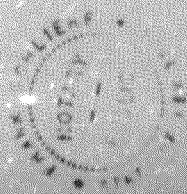


STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

I, FRANK SCHULTZ, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 22nd day of July, 1918, personally appeared before me R. E. Searrow and M. J. Thompson, 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. Searrow resides at 490 Dorchester Road, Ridgewood, New Jersey, and that the said M. J. Thompson resides at 27 Bristlane Street, New Hyde Park, New York; that said R. E. Searrow is a Trust Officer and said M. J. Thompson is an 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 of said corporation by the order and authority of the Board of Directors of said corporation; and that said instrument, when signed, sealed and delivered, said instrument in their free and voluntary act and deed of the free and voluntary act and deed of said corporation for the use and purpose 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 SCHULTZ  
Notary Public, State of New York  
Commission Expires March 22, 1921  
Resides in New York City  
Commenced the 1st of New York County  
Commission Expires March 22, 1921



STATE OF NEW YORK }  
 COUNTY OF NEW YORK }

I, LORRAINE FOWLER, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 22nd day of July, 1976, personally appeared before me in said County James H. Fong II, personally known to me and known to me to be the individual and the same person who is described in said the instrument signed his name to and who executed the foregoing instrument, who, being by me duly sworn, depose and said that he 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.

LORRAINE FOWLER  
 Notary Public, State of New York  
 No. 21-63100  
 Qualified in Kings County  
 Certificate filed in New York City  
 Commission Expires March 31, 1978

(Official Seal)





Unofficial  
Copy