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COUNTERPART No. 26
EXECUTED IN 26 COUNTERPARTS

SPokane, Portland and Seattle Railway Company

and

MANUFACTURERS TRUST COMPANY
as Trustee

SUPPLEMENTAL INSTRUMENT

dated March 1, 1971

STATE OF WASHINGTON
COUNTY OF SPOKANE

THESE CERTAIN THAT THE INSTRUMENT OF WRITING FILED BY

Manufacturers Trust Company

OF Spokane, Washington

AT Spokane, Washington

WAS DEPOSITED IN THE

RECORDS OF SPOKANE COUNTY, WASH.

ON March 1, 1971

BY S. J. T. Co.

COUNTY CLERK

S. J. T. Co.



This SUPPLEMENTAL INDENTURE dated as of the 1st day of March, 1971, between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a Washington corporation (hereinafter called the Railway Company), and MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation (hereinafter called the Trustee),

W I T N E S S E T H :

By Indenture dated March 1, 1911, between the Railway Company and Central Trust Company of New York, a New York corporation, the Railway Company granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over to said Central Trust Company of New York real and personal property of the Railway Company therein described, to be held by said Central Trust Company of New York, as Trustee, to secure the payment by the Railway Company of its First Mortgage Gold Bonds to be issued in accordance with the terms of said Indenture (hereinafter called the Indenture).

Thereafter, the Railway Company issued and said Central Trust Company of New York, as Trustee, authenticated First Mortgage Gold Bonds (hereinafter called the Bonds) of the principal amount of \$80,000,000. Of the Bonds so issued, one Bond in the principal amount of \$5,290,000 was retained in the treasury of the Railway

Company and Bonds in the principal amount of \$73,710,000 were issued in temporary form and registered in the names of others than the Railway Company.

Thereafter, Central Trust Company of New York merged into itself Union Trust Company of New York and simultaneously changed its name to Central Union Trust Company of New York; thereafter, Central Union Trust Company of New York merged into itself The Hanover Bank of New York and simultaneously changed its name to Central Hanover Bank and Trust Company; thereafter, on June 30, 1951, Central Hanover Bank and Trust Company duly changed its name to The Hanover Bank; and thereafter, on September 8, 1961, The Hanover Bank merged with Manufacturers Trust Company and simultaneously changed its name to Manufacturers Hanover Trust Company, and Manufacturers Hanover Trust Company continues to be the duly qualified and acting Trustee under said Indenture.

By Supplemental Indenture, dated March 1, 1961, entered into by and between Spokane, Portland and Seattle Railway Company and The Hanover Bank, provision was made for the surrender to the Trustee for cancellation of the said one Bond in the principal amount of \$6,290,000 theretofore retained by the Railway Company in its treasury, and the maturity date for payment of the principal amount of Bonds otherwise outstanding under the Indenture was

extended to March 1, 1971.

Since the date of the original issue of said \$80,000,000 principal amount of Bonds, the Railway Company has retired certain of the outstanding Bonds with the result that there are now outstanding under the Indenture, on the Trustee's records, Bonds in the principal amount of \$42,710,000, all of which, according to their terms, mature on March 1, 1971.

The registered holder, there being but one as of the date hereof, of all of said \$42,710,000 principal amount of Bonds has consented to the execution and delivery of this Supplemental Indenture and has agreed to present its Bonds for endorsement as herein provided.

The Railway Company has heretofore filed with the Interstate Commerce Commission its application for authority to extend the maturity date of said \$42,710,000 principal amount of Bonds to March 1, 1981, and the Interstate Commerce Commission has authorized the extension of the maturity of said Bonds to March 1, 1981.

NOW, THEREFORE, the parties agree as follows:

1. The Indenture, as heretofore modified and amended by Supplemental Indenture dated March 1, 1961, is hereby further modified and amended to provide that the maturity date for payment of the principal of the

\$42,710,000 principal amount of Bonds now outstanding shall be extended for ten years from March 1, 1971, the maturity date stated in said Bonds and in the Indenture, as supplemented under date of March 1, 1961, to March 1, 1981, such extension of the maturity thereof to be evidenced by a legend, to be endorsed by the Trustee on said Bonds, reading as follows:

The maturity date of the principal of this bond has been extended with the consent of the holder thereof, to March 1, 1981, pursuant to a Supplemental Indenture dated as of March 1, 1971.

The Railway Company hereby covenants and agrees to pay the principal sum of said \$42,710,000 of Bonds on said March 1, 1981, or on such earlier date as the same shall become due and payable under the terms of the Indenture dated March 1, 1911, as heretofore modified and amended by Supplemental Indenture dated March 1, 1961, and as hereby modified and amended by this Supplemental Indenture, and duly and punctually to pay interest on said Bonds, at its office or agency in the City of New York, at the rate of 4% per annum, semi-annually on the first day of March and the first day of September in each year until payment of the principal thereof.

2. Upon delivery of said \$42,710,000 principal amount of Bonds to the Trustee for endorsement of such

legend thereon, the Trustee shall so endorse and return said Bonds to the registered owner thereof.

3. Except as modified and amended by this Supplemental Indenture and said endorsement, all the provisions of the Indenture, as heretofore modified and amended, and all of the rights and obligations of the Railway Company and all of the rights and duties of the Trustee and all of the rights of the holder of said \$42,710,000 principal amount of Bonds as stated in the Indenture, as heretofore supplemented, and said Bonds shall continue in full force and effect.

4. The recitals herein, other than those relating to the Trustee, are made by the Railway Company and the Trustee assumes no responsibility therefor.

5. This instrument may be executed in any number of counterparts, any one of which shall constitute the original hereof.

IN WITNESS WHEREOF, SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY has caused this Supplemental Indenture to be executed by its Vice President thereunto duly authorized and its corporate seal to be hereunto affixed, and MANUFACTURERS HANOVER TRUST COMPANY, as Trustee, has caused this instrument to be executed by one of its Vice Presidents

or Assistant Vice Presidents thereunto duly authorized and
its corporate seal to be hereunto affixed, all as of the
day and year first above written.

SPOKANE, PORTLAND AND SEATTLE
RAILWAY COMPANY

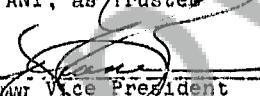
By 
Vice President

(SEAL)

ATTEST:



Assistant Secretary.

MANUFACTURERS HANOVER TRUST
COMPANY, as Trustee

By 
Assistant Vice President

(SEAL)

ATTEST:


Assistant Secretary.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

On this 1st day of March, 1971,
before me personally appeared W. N. ERMEN, to me personally known, who, being by me duly sworn, says that he is a Vice President of SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard J. Wolfe
Richard J. Wolfe
Notary Public, Ramsey County, Minn.
My commission expires April 30, 1977.

(NOTARIAL SEAL)

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STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 3rd day of MARCH, 1971,
before me personally appeared T. C. CRANE,
to me personally known, who, being by me duly sworn, says that he is a ASSISTANT Vice President of MANUFACTURERS HANOVER TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

William F. Hawkins
William F. Hawkins
Notary Public, State of New York
No. 410124
Qualified in Queens County
Certified in New York County
Commission Expires March 26, 1972

(NOTARIAL SEAL)

BURLINGTON NORTHERN INC., a Delaware corporation, the registered owner of \$42,710,000 principal amount of First Mortgage 4% Gold Bonds due March 1, 1971, issued and outstanding under the Indenture dated March 1, 1911, between Spokane, Portland and Seattle Railway Company and Central Trust Company of New York (now Manufacturers Hanover Trust Company), as Trustee, hereby consents to the execution and delivery of the foregoing Supplemental Indenture dated as of March 1, 1971, extending the maturity of the principal of said Bonds from March 1, 1971 until March 1, 1981, and hereby agrees to deliver said Bonds to the Trustee for endorsement thereon as provided in said Supplemental Indenture.

IN WITNESS WHEREOF, BURLINGTON NORTHERN INC. has caused this instrument of consent to be executed in its name and under its corporate seal by its President thereunto duly authorized this 22 day of March, 1971.

BURLINGTON NORTHERN INC.

By [Signature]
President

(SEAL)

ATTEST:

[Signature]
Assistant Secretary.