

SUPPLEMENTAL MORTGAGE

INDENTURE made this 21st day of September, 1970, between BURLINGTON NORTHERN INC., a corporation organized and existing under the laws of the State of Delaware, party of the first part, and BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of New York, hereinafter called the "Trustee," party of the second part;

WHEREAS, on the 10th day of November, 1896, Northern Pacific Railway Company did make, execute and deliver a mortgage or deed of trust of its corporate railroad property and franchises known as its Prior Lien Mortgage unto The Mercantile Trust Company, as Trustee, which trust was duly accepted by said The Mercantile Trust Company, and

WHEREAS, by virtue and as the result of an agreement made pursuant to the laws of the State of New York, which became effective on August 10, 1911, said The Mercantile Trust Company, Trustee named in said Prior Lien Mortgage, was merged into and with the Bankers Trust Company, a corporation of the State of New York, and Northern Pacific Railway Company by an instrument dated October 11, 1911, constituted and appointed Bankers Trust Company as Trustee under said Prior Lien Mortgage, and

WHEREAS, by virtue and as a result of an agreement of merger which became effective March 2, 1970, Northern Pacific Railway Company, the mortgagor named in said Prior Lien Mortgage, was merged into and with Great Northern Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc. on March 2, 1970, and

WHEREAS, by Supplemental Indenture, dated March 2, 1970, to said Prior Lien Mortgage, Burlington Northern Inc.

has assumed and agreed to be bound by all the covenants and conditions of the said mortgage therein agreed to be kept and performed by Northern Pacific Railway Company and has succeeded to and been substituted for Northern Pacific Railway Company in said mortgage, and

WHEREAS, under the terms of said mortgage the mortgagor did covenant and agree that, in case any of the mortgaged property should be released from the lien of said mortgage, any new property acquired by the mortgagor to take the place of any property released should become and be subject to the lien of said indenture as fully as if specifically mortgaged thereby, but if required by the Trustee, the mortgagor would convey the same to the Trustee by appropriate deeds upon the trusts and for the purposes of said indenture, and

WHEREAS, the property hereinafter described was acquired by Burlington Northern Inc. in exchange for property which was subject to the lien of said Prior Lien Mortgage and released therefrom by the said Trustee, and the Trustee has requested that Burlington Northern Inc. convey the said property so acquired to the Trustee by appropriate deed upon the trusts and for the purposes of said indenture, and

WHEREAS, Burlington Northern Inc. or its predecessor in interest, Northern Pacific Railway Company, has heretofore made and delivered to the Trustee of said Prior Lien Mortgage sixteen supplements thereto, said supplements being dated October 21, 1897, December 16, 1898, September 22, 1899, February 21, 1902, December 6, 1905, October 11, 1911, May 24, 1937, April 28, 1943, June 29, 1964, September 20, 1966, March 26, 1968, June 30, 1969, August 21, 1969, March 2, 1970, June 25, 1971, and September 2, 1971, and

WHEREAS, at a meeting of the Board of Directors of

Burlington Northern Inc. met on the 21st day of August, 1970, in the City of Chicago, Illinois, a draft of this indenture was submitted and a resolution in the following words was duly and unanimously adopted, viz.:

"RESOLVED, That the Chairman of the Board, the President or a Vice President and Secretary or Assistant Secretary of Burlington Northern Inc. be and they are hereby authorized and directed to execute and acknowledge and to deliver in behalf of this Company and under its corporate seal to Bankers Trust Company, a corporation of the State of New York, a Supplemental Mortgage or deed of trust, substantially in the form of the draft thereof now submitted to this Board, of the properties therein described, by way of further assurance and as further security for the Prior Lien Railway and Land Grant Gold Bonds of this Company."

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to it in hand paid by the Trustee, Burlington Northern Inc. has made and delivered to the Trustee this supplement to its said Prior Lien Mortgage, and upon the terms and conditions and for the purposes of said Prior Lien Mortgage as therein specified and to secure the payment of the principal and interest of all such bonds at any time issued and outstanding under said indenture, according to their tenor and effect, Burlington Northern Inc. has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustee, party of the second part, its successors and assigns, forever, all of the estate, right, title and interest of Burlington Northern Inc. in and to the following described real property situate in the Counties of Colitz, Lewis and Skamania and State of Washington, to-wit:

Cowlitz County, Washington

All of Section Sixteen (16) in Township Nine (9) North, Range Three (3) West, W.M.

Lewis County, Washington

The Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-two (32) in Township Thirteen (13) North, Range Five (5) East, W.M.

Skamania County, Washington

The North half (N $\frac{1}{2}$) and the Southwest quarter (SW $\frac{1}{4}$) of Section Twenty-Four (24) in Township Seven (7) North, Range Five (5) East, W.M.

The fractional West half (W $\frac{1}{2}$), the North half of the Northeast quarter (NE $\frac{1}{4}$), the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18) in Township Seven (7) North, Range Six (6) East, W.M.

TO HAVE AND TO HOLD the same unto the Trustee, its successors and assigns, forever.

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of all and every present and future holders of any and every bond and interest obligation issued under and secured by, or to be issued under and to be secured by, the said Prior Lien Mortgage and as therein set forth.

AND IT IS HEREBY EXPRESSLY COVENANTED that the real property hereinabove described hereby granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over unto the Trustee shall be and hereby is considered to be for all intents and purposes of said Prior Lien Mortgage the same as, equivalent to and placed in the same category for the purposes of said mortgage as the lands mortgaged thereby and described in the granting clauses thereof as all the lands granted by the Congress of the United States to aid in the construction and equipment of the railroad of said Northern Pacific Railway Company or its

predecessor in interest, Northern Pacific Railroad Company (commonly referred to as land grant lands), and it is further covenanted and agreed that upon the sale or sales, in whole or in part, by Burlington Northern Inc., as successor by merger to said Northern Pacific Railway Company, of said real property hereinabove described the same shall be released by the Trustee from the lien of said Prior Lien Mortgage only in accordance with and as provided for in Article Eight of said mortgage.

IN WITNESS WHEREOF, BURLINGTON NORTHERN INC., party of the first part, has caused this indenture to be signed and acknowledged or proved by one of its Vice Presidents, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary; and BANKERS TRUST COMPANY, party of the second part, has caused its corporate seal to be hereunto affixed and attested by an Assistant Secretary and these presents to be signed and acknowledged or proved by one of its Vice Presidents, in token of its acceptance of the trusts hereby created, the day and year first above written.

Signed, sealed and delivered on behalf of Burlington Northern Inc. in presence of:

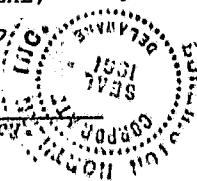
BURLINGTON NORTHERN INC.

By _____ Vice President

(SEAL)

ATTEST:

Secretary



BOOK 47

Signed, sealed and
delivered on behalf
of Bankers Trust
Company in presence
of:

BANKERS TRUST COMPANY

By Wm. J. Davis
Assistant Vice President

(SEAL)

ATTEST:

A. J. [Signature]
Assistant Secretary



STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

On this 17th day of September, 1971,
before me, RICHARD J. WOLFE, a notary public,
personally appeared C. R. STIGER and
R. M. O'KELLY, to me known to be a Vice Presi-
dent and Secretary, respectively, of BURLINGTON NORTHERN INC.,
the corporation which executed the foregoing instrument, and
who being duly sworn did say, that the seal affixed to said
instrument is the corporate seal of said corporation and that
said instrument was signed and sealed on behalf of said corpo-
ration by authority of its Board of Directors, and the said
C. R. STIGER and R. M. O'KELLY
acknowledged said instrument to be the free act and deed of
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, at my office, in the City of
St. Paul, Minnesota, the day and year last aforesaid.



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

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

On this 21st day of September, 1971,
before me, BETTY MONTANTI, a notary public,
personally appeared ROMANO L. PELUSO ASSISTANT and
A. D. FASS, to me known to be a Vice Presi-
dent and Assistant Secretary, respectively, of BANKERS TRUST
COMPANY, the corporation which executed the foregoing instru-
ment, and who being duly sworn did say, that the seal affixed
to said instrument is the corporate seal of said corporation
and that said instrument was signed and sealed in behalf of
said corporation by authority of its Board of Directors, and
the said ROMANO L. PELUSO and A. D. FASS
acknowledged said instrument to be the free act
and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, at my office, in the City of
New York, the day and year last aforesaid.

Betty Montanti
BETTY MONTANTI
Notary Public, State of New York
No. 43-0344990
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1973

