

Executed in 560 Counterparts

of which this is No. 178

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

FOURTH SUPPLEMENTAL INDENTURE

Dated as of December 20, 1971

TO

BURLINGTON NORTHERN INC.
CONSOLIDATED MORTGAGE

Dated March 2, 1970

Modifying Rate of Interest and Extending Maturity Date of
9½% Bonds, Series B, Due 1975 and Modifying Indenture.

SARG/CHILJAGO, N.A.

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of December 20, 1971, by and between BENLINGTON 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, the Company and the Trustee have heretofore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental indentures thereto dated as of March 2, 1970, July 1, 1970 and April 15, 1971, 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, under a Second Supplemental Indenture (hereinafter called the "Second Supplemental Indenture"), dated as of July 1, 1970, to the Indenture, the Company created a series of Bonds under the Indenture known as "Consolidated Mortgage 9½% Bonds, Series B, Due 1975", hereinafter called the "Old Bonds"; and

WHEREAS, the Company has by proper corporate action authorized extension of the maturity date of \$60,000,000 principal amount of outstanding Old Bonds and modification of the rate of interest payable thereon, the Old Bonds as so modified being hereinafter called the "Bonds of Series B", and has obtained the consent to such extension and modification by the sole holder thereof; and

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

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WHEREAS, all acts and other matters 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 Fourth 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 FOURTH 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

MODIFICATION OF BONDS OF SERIES B

SECTION 1.01. Section 1.01 of the Second Supplemental Indenture is amended by deleting the whole thereof and inserting in lieu thereof the following:

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 8% Bonds, Series B, Due 1987." The Bonds of Series B shall

- (1) be dated the date of authentication;
- (2) mature on July 1, 1987;
- (3) bear interest at the rate of 8% 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, 1972 shall bear interest at the rate of 8% per annum from December 20, 1971 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 (e) 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 established by notice given by mail, first class postage prepaid, by or on behalf of the Company to the holders of Bonds of Series

Be 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 December 15 or June 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 2.01 of the Indenture.

SECTION 1.02. Section 1.03 of the Second Supplemental Indenture is amended by deleting the whole thereof and inserting in lieu thereof the following:

SECTION 1.03. The Bonds of Series B and the Corporate Trustee's 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 8% BOND, SERIES B, DUE 1987

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, 1987, 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 8% 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 December 20, 1971, 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 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 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, 1970, 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. Fonn II, 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 obliga-

tion 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 8% Bonds, Series B, Due 1987 created by a Second Supplemental Indenture dated as of July 1, 1970 and modified with the consent of the holders of the Bonds of this series at the time outstanding by a Fourth Supplemental Indenture dated as of December 20, 1971, 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, 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.

As more particularly provided in the Indenture, such Second Supplemental Indenture, and such Fourth 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:

.....

[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

ARTICLE II

MISCELLANEOUS PROVISIONS

SECTION 2.01. 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 Fourth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and modified and supplemented by this Fourth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 2.02. Morgan Guaranty Trust Company of New York and Jacob M. Ford II, the parties of the second part, hereby accept the trust in this Fourth 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 Fourth 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 Fourth Supplemental Indenture other than as set forth in the Original Mortgage.

SECTION 2.03. Nothing in this Fourth 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 Fourth 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.

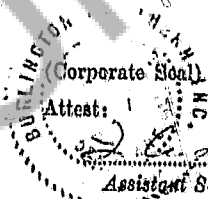
SECTION 2.04. The headings of the several Articles hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 2.05. This Fourth 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 Fourth 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 Fourth 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 Frank H. Meyer
Vice President



Assistant Secretary

Signed, sealed and acknowledged by
Burlington Northern Inc. in the presence of:

James H. [Signature]
James H. [Signature]
Attesting Witnesses

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MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By

John J. ...
Trust Officer

(Corporate Seal)

Attest:

...
Assistant Secretary

Signed, sealed and acknowledged by
Morgan Guaranty Trust Company, of New
York and Jacob M. Ford II in the presence of:

...
Attesting Witnesses

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, CAROLYN M. FISCHER, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 13th day of December, 1971, personally appeared before me FRANK H. COYNE 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 FRANK H. COYNE resides at 662 Goodrich Avenue, St. Paul, Minnesota, and that the said F. A. DEMING resides at 1362 West Eldridge Avenue, St. Paul, Minnesota; that said FRANK H. COYNE 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.

.....
CAROLYN M. FISCHER
NOTARY PUBLIC

My Commission expires August 12, 1974.

(Notarial Seal)

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

I, FRANK SCHLIERF, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16th day of December, 1971, personally appeared before me R. E. SEANOW 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 him self, depose and say and acknowledge that the said R. E. SEANOW resides at 496 Dorchester Road, Ridgewood, New Jersey, and that the said M. J. THOMPSON resides at 27 Brisbane Street, New Hyde Park, New York; that said R. E. SEANOW 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 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 herewith 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 SCHLIERF
 NOTARY PUBLIC, State of New York
 No. 60-3503459
 Qualified in Westchester County
 Certificate filed in New York County
 Commission Expires March 30, 1973

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

I, FRANK SCHLIERF, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16th day of December, 1971, personally appeared before me in said County JAMES M. FORD II, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 2929 Lovers Lane, St. Joseph, Missouri; that he signed, sealed, 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.

(Notarial Seal)

FRANK SCHLIERF
 NOTARY PUBLIC, State of New York
 No. 02-3504450
 Qualified in Westchester County
 Certificate filed in New York County
 Commission Expires March 20, 1973



74477

STATE OF WASHINGTON
COUNTY OF SPOKANE

I HEREBY CERTIFY THAT THE RETURN

INSTRUMENT OF SALES FILED BY

Washington State

OF THE Spokane Valley DISTRICT

AT Spokane, W. Va. 1972

WAS RECEIVED BY ME

ON 11/19 1972

RECEIVED BY ME

11/19/72

11/19/72

REGISTERED
INDEXED
FILED
RECORDED
COMPARED
MAILED