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BOOK 50 PAGE 916

Executed in 560 Counterparts  
of which this is No. ....368

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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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FIFTH SUPPLEMENTAL INDENTURE  
Dated as of January 15, 1974  
TO  
BURLINGTON NORTHERN INC.  
CONSOLIDATED MORTGAGE  
Dated March 2, 1970

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Creating Consolidated Mortgage 8.60% Bonds, Series D, Due 1999

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SONG/CHICAGO U.S.A.

**THIS FIFTH SUPPLEMENTAL INDENTURE**, dated as of January 13, 1974, by and between BERLINGTON NORTHEAST 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 Trustees have heretofore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental indentures thereto dated respectively as of March 2, 1970, July 1, 1970, April 15, 1971 and December 20, 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, the Company has by proper corporate action authorized the issuance and sale of an additional series of Bonds under the Indenture to be known as "Consolidated Mortgage 8.00% Bonds, Series D, Due 1999", hereinafter called the "Bonds of Series D", in the principal amount of \$50,000,000; and

WHEREAS, the Company desires by this Fifth Supplemental Indenture to evidence the terms and provisions, including redemption and sinking fund provisions, as determined by its Board of Directors, of the Bonds of Series D, all as more fully set forth herein; and

WHEREAS, all acts and things prescribed by law, by the Restated Certificate of Incorporation and By Laws of the Company and by the Indenture have been duly performed and complied with to make this Fifth Supplemental Indenture and the Bonds of Series D, 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 FIFTH 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 Fifth Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Fifth 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 \$60,000,000 principal amount of General Mortgage 3.60% Gold Bonds, Series U, Due January 1, 2010, issued under and pursuant to the Great Northern Railway Company's General Gold Bond Mortgage, dated January 1, 1921, as supplemented and amended:

To HAVE AND TO HOLD the 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, 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 Fifth 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 Fifth 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 Fifth Supplemental Indenture.

AND THIS FIFTH 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 D

SECTION 1.01. There is hereby created a fourth series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 8.60% Bonds, Series D, Due 1999". The Bonds of Series D shall

(1) be dated the date of authentication;

(2) mature on January 15, 1999;

(3) bear interest at the rate of 8.60% per annum, payable semi-annually on January 15 and July 15 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 has been made or duly provided for except that: (a) any Bond of Series D authenticated before July 15, 1974 shall bear interest from January 15, 1974 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 D, such

Bonds of Series D 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 D, any Bond of Series D 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 and through the operation of a Sinking Fund as provided in Section 1.03 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 D, the person in whose name any Bond of Series D 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 D subsequent to such Record Date. In 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 D, such defaulted interest shall be paid to the person in whose name such Bond of Series D 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 D 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 31 or June 30 (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 7.01 of the Indenture.

SECTION 1.02. The Bonds of Series D 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 the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 month period commencing January 15	A redemption price of	If redeemed during the 12 month period commencing January 15	A redemption price of
1974 .....	108.60%	1986 .....	103.91%
1975 .....	108.21%	1987 .....	103.52%
1976 .....	107.82%	1988 .....	103.13%
1977 .....	107.43%	1989 .....	102.74%
1978 .....	107.04%	1990 .....	102.35%
1979 .....	106.65%	1991 .....	101.96%
1980 .....	106.26%	1992 .....	101.57%
1981 .....	105.87%	1993 .....	101.18%
1982 .....	105.48%	1994 .....	100.79%
1983 .....	105.09%	1995 .....	100.40%
1984 .....	104.70%	1996 .....	100.00%
1985 .....	104.30%	1997 .....	100.00%
		1998 .....	100.00%

provided, however, that prior to January 15, 1984 no Bonds of Series D may be redeemed at the option of the Company directly

or indirectly from the proceeds of or in anticipation of any re-funding operation involving the incurring of debt by the Company or any Affiliate which has an interest cost, computed in accordance with generally accepted financial practice, of less than 3.64% per annum.

Whenever less than all of the Bonds of Series D are to be redeemed, the Corporate Trustee shall select, in such manner as it shall deem appropriate and fair, the particular Bonds of Series D 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 D 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 D during a period beginning at the opening of business 15 days before any selection of Bonds of Series D for redemption (whether at the option of the Company or through operation of the Sinking Fund provided for in Section 1.03 hereof) and ending at the close of business on the date of such selection or (ii) transfer or exchange any Bond of Series D or portion thereof so selected for redemption; and the Corporate Trustee shall not be required to authenticate and deliver any Bonds of Series D during the period specified in (i) above or in lieu of Bonds of Series D 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 D, except that any installment of interest which by the terms of the Bonds of Series D 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 D were registered on the relevant Record Date, and except as otherwise expressly provided in this Fifth Supplemental Indenture.

SECTION 1.03. As and for a mandatory Sinking Fund for the Bonds of Series D, the Company shall, except as hereinafter provided in this Section 1.03, pay to the Corporate Trustee at least one business day prior to January 15, 1983, and January 15 of each year thereafter to and including January 15, 1998, each such January 15 being hereinafter called a "Sinking Fund Payment Date", an amount in New York Clearing House funds sufficient to redeem \$3,000,000 principal amount of the Bonds of Series D on January 15, 1983 and on each January 15 thereafter to and including January 15, 1987, \$3,500,000 principal amount of the Bonds of Series D on January 15, 1988 and on each January 15 thereafter to and including January 15, 1993, and \$4,000,000 principal amount of the Bonds of Series D on January 15, 1994 and on each January 15 thereafter to and including January 15, 1998, at a price equal to 100% of the principal amount thereof, hereinafter called the "Sinking Fund Redemption Price". Sinking Fund moneys shall not be applied to the payment of interest on the Bonds of Series D, but the Company shall otherwise provide for all interest accrued to the Sinking Fund Payment Date on the Bonds of Series D or portions thereof called for redemption through the operation of such Sinking Fund on such date.

In addition to the Sinking Fund payment required by the immediately preceding paragraph, the Company may elect in the manner hereinafter provided to make, at least one business day prior to each Sinking Fund Payment Date, an optional Sinking Fund payment to the Corporate Trustee in an amount not in excess of the applicable mandatory Sinking Fund payment. The exercise of such election shall not have the effect of reducing the amount of any Sinking Fund payment which the Company shall be required to make pursuant to the immediately preceding paragraph. The election shall be noncumulative so that the failure to exercise such election in any year, in whole or in part, shall not increase the amount of any optional Sinking Fund payment that may be made to the Corporate Trustee in any subsequent year. Any such election by the Company with respect to any such Sinking Fund Payment



Date shall be made in the Officers' Certificate hereinafter mentioned in this Section 1.03, which election shall be irrevocable.

In lieu of making all or any part of any Sinking Fund payment in cash, the Company may at its option (a) surrender to the Corporate Trustee Bonds of Series D theretofore issued by the Company and acquired by it in the open market or otherwise (other than through operation of the Sinking Fund), (b) by Request direct the Corporate Trustee to credit against such Sinking Fund payment the principal amount of Bonds of Series D theretofore redeemed by the Company pursuant to Section 1.02 hereof which have not theretofore been so credited (such Bonds being hereinafter called "Redeemed Bonds"), or (c) by Request direct the Corporate Trustee to apply Deposited Cash for such purpose pursuant to subparagraph (2) of the second paragraph of Section 5.09 of the Indenture. The Company shall be entitled so to deliver Bonds of Series D or obtain credit for Redeemed Bonds in anticipation of all or any part of any one or more Sinking Fund payments, but in each case the Company shall specify, in the Officers' Certificate hereinafter mentioned in this Section 1.03, the Sinking Fund payment or payments in anticipation of which such Bonds of Series D are delivered or Redeemed Bonds credited. Each Bond of Series D so delivered and all Redeemed Bonds so credited shall be treated by the Corporate Trustee as the equivalent of a cash deposit to the extent of the Sinking Fund Redemption Price of such Bond or Bonds. All Bonds of Series D so delivered to the Corporate Trustee shall be cancelled by it.

On or before the November 26 prior to each Sinking Fund Payment Date, the Company shall deliver to the Corporate Trustee an Officers' Certificate which shall

(1) specify the amount of cash, if any, which the Company will deposit with the Corporate Trustee at least one business day prior to such Sinking Fund Payment Date;

(2) state the principal amount of Bonds of Series D which are being concurrently delivered to the Corporate Trustee for cancellation and are to be credited against one or more Sinking Fund payments (designated therein by the Com-

pany) with respect to the Bonds of Series D and stating that such Bonds were theretofore issued by the Company and acquired by it in the open market or otherwise (other than through operation of the Sinking Fund);

(3) state the aggregate principal amount of the Redeemed Bonds (being concurrently delivered to the Corporate Trustee for cancellation if not previously delivered and cancelled by it) which are to be credited against one or more Sinking Fund payments (designated therein) with respect to the Bonds of Series D and state that such Bonds were previously redeemed by the Company pursuant to Section 1.02 hereof and have not previously been credited against a Sinking Fund payment;

(4) specify the amount of Deposited Cash to be credited against the Sinking Fund payment due on or before such Sinking Fund Payment Date in accordance with subparagraph (2) of the second paragraph of Section 5.09 of the Indenture;

(5) specify the principal amount of Bonds of Series D to be redeemed on such Sinking Fund Payment Date, including the principal amount of such Bonds, if any, which the Company elects to redeem by an optional Sinking Fund payment; and

(6) state that no Event of Default has happened and is continuing.

In case of the failure of the Company to deliver such Officers' Certificate on or before the November 26 next preceding any Sinking Fund Payment Date, the Company shall make the full cash payment specified in the first paragraph of this Section 1.03 and shall not be entitled to make any optional Sinking Fund payment.

Except as otherwise provided in the next succeeding paragraph of this Section 1.03, all money paid into the Sinking Fund for the Bonds of Series D shall be held in trust for the holders of such Bonds and shall be applied to the redemption of such Bonds at the Sinking Fund Redemption Price in the manner specified in the next sentence; provided, however, that if the amount of money held in such Sinking Fund shall be less than \$50,000 on any Sinking Fund Payment Date, such money,

unless otherwise directed by the Company, shall not be so applied but shall be retained by the Corporate Trustee and so applied on the next succeeding Sinking Fund Payment Date on which there shall be at least \$50,000 in the Sinking Fund. Promptly after each November 26 prior to a Sinking Fund Payment Date the Corporate Trustee shall select, in the manner provided in Section 1.02 hereof, the Bonds of Series D to be redeemed on such Sinking Fund Payment Date and shall cause notice of the redemption thereof to be given in the name and at the expense of the Company as provided in Section 3.04 of the Indenture, except that the notice shall state that the redemption is for Sinking Fund purposes; and such redemption shall otherwise be subject to the same terms and provisions as are applicable to redemptions of Bonds of Series D at the option of the Company.

Anything in this Section 1.03 to the contrary notwithstanding, the Corporate Trustee shall not redeem any Bonds of Series D through the operation of the Sinking Fund therefor, or mail any notice of such redemption, during the continuance of an Event of Default, except that if such notice shall have been mailed before the Corporate Trustee had actual knowledge of such Event of Default or had received the notice thereof specified in Section 10.01 (e) of the Indenture, the Corporate Trustee shall redeem the Bonds of Series D as to which such notice of redemption shall have been given if sufficient money is held by the Corporate Trustee in the Sinking Fund for Bonds of Series D. Except as aforesaid, any money held in such Sinking Fund at the time when any Event of Default shall occur, or any moneys thereafter paid into such Sinking Fund, shall be held, during the continuance of such Event of Default, as additional security for all Bonds issued under the Indenture; but if such Event of Default shall thereafter be cured or waived as provided in the Indenture, such Sinking Fund moneys shall thereafter be applied to the redemption of Bonds of Series D at the Sinking Fund Redemption Price on the next succeeding Sinking Fund Payment Date.

SECTION 1.04. The Bonds of Series D and the Corporate Trustee's certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF SERIES D]

## BURLINGTON NORTHERN INC.

## CONSOLIDATED MORTGAGE 8.60% BOND, SERIES D, DUE 1999

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 January 15, 1999, in such coin or currency of the United States of America as at the time of payment shall be tendered for the payment of public and private debts, and to pay interest on said principal sum at the rate of 8.60% 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 January 15, 1974, whichever is later, unless this Bond is dated after any December 31 or June 30, and on or prior to the next succeeding January 15 or July 15, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding January 15 or July 15, semi-annually on January 15 and July 15 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 15 and July 15 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 31 or June 30, 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 15 or July 15, 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.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

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 REVERSE OF BOND OF SERIES D]

This Bond is one of the Consolidated Mortgage Bonds of the Company, herein 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 (herein called the "Corporate Trustee"), and JACOB M. FORD II, as Trustees, herein, 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 8.60% Bonds, Series D, Due 1999 (hereinafter called the "Bonds of Series D") created by a Fifth Supplemental Indenture, dated as of January 15, 1974, to the Indenture. The aggregate principal amount of Bonds of Series D 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 and such Fifth Supplemental Indenture, the Bonds of Series D 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 the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 month period commencing January 15	A redemption price of	If redeemed during the 12 month period commencing January 15	A redemption price of
		1986 .....	103.91%
1974 .....	108.60%	1987 .....	103.52%
1975 .....	108.21%	1988 .....	103.13%
1976 .....	107.82%	1989 .....	102.74%
1977 .....	107.43%	1990 .....	102.35%
1978 .....	107.04%	1991 .....	101.96%
1979 .....	106.65%	1992 .....	101.57%
1980 .....	106.26%	1993 .....	101.18%
1981 .....	105.87%	1994 .....	100.79%
1982 .....	105.48%	1995 .....	100.40%
1983 .....	105.09%	1996 .....	100.00%
1984 .....	104.70%	1997 .....	100.00%
1985 .....	104.30%	1998 .....	100.00%

provided, however, that prior to January 15, 1984 no Bonds of Series D may be redeemed at the option of the Company directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of debt by the Company or any Affiliate (as defined in the Indenture) which has an interest cost, computed in accordance with generally accepted financial practice, of less than 8.60% per annum.

The Bonds of Series D are entitled to the benefit of a sinking fund, the terms and provisions of which are set forth in such Fifth Supplemental Indenture, and, as provided therein, are subject to redemption in part through the operation of such sinking fund on January 15, 1983, and on each January 15 thereafter to and including January 15, 1998, at a sinking fund redemption price equal to 100% of the principal amount of the Bonds to be so redeemed.

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 D 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 D 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 D are issuable in the denomination of \$1,000 or any multiple thereof. The Bonds of Series D are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series D 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 incorpo-



rator, stockholder, officer or director, as such, of the Company by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

[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*

SECTION 1.05. Bonds of Series D shall be transferable, and shall be exchangeable for a like aggregate principal amount of Bonds of Series D 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 1.06. Pending the preparation of definitive Bonds of Series D, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series D in temporary form as provided in Section 1.10 of the Indenture. Such Bonds of Series D in temporary form may, in lieu of the statement of the redemption prices required to be set out in the Bonds of Series D in definitive form, include a reference to Section 1.02 hereof for a statement of such redemption prices.

## ARTICLE II

### ISSUE OF BONDS OF SERIES D

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

## ARTICLE III

### MISCELLANEOUS PROVISIONS

Section 3.01. 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 Fifth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Fifth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.02. Morgan Guaranty Trust Company of New York and Jacob M. Ford II, the parties of the second part, hereby accept the trust in this Fifth 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 Fifth Supplemental Indenture and in the Bonds of Series D (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 Fifth Supplemental Indenture other than as set forth in the Original Mortgage.

Section 3.03. Nothing in this Fifth 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 upon any legal or equitable right,

remedy or claim under or in respect of this Fifth 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 3.04. 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 3.05. This Fifth 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 Fifth 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 Fifth 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

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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 .....  
Vice President

(Corporate Seal)

Attest:

.....  
Assistant Secretary

..... (L.S.)

Signed, sealed and acknowledged by  
all parties in the presence of:

.....  
Attesting Witnesses

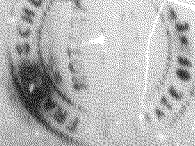


State of New York  
County of New York

I, Frank Schliker, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 19th day of January, 1914, personally appeared before me W. N. Erzen and J. E. Adame, 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 an 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 W. N. Erzen resides at 2221 Upper St. Dennis Road, St. Paul, Minnesota, and that the said J. E. Adame resides at 1 Kennard Court, St. Paul, Minnesota; and that W. N. Erzen is a Vice President and said J. E. Adame is an 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)



FRANK SCHLICKER  
NOTARY PUBLIC, State of New York  
No. 45404410  
Qualified in Washington County  
Certificate filed in New York County  
Commission Expires March 16, 1915



State of New York  
County of New York

I, Frank Schbert, a Notary Public in and for the State and County aforesaid, do hereby certify that on the 16th day of January, 1924, personally appeared before me H. H. Sparrow and W. W. Turner, personally known to me and personally known to me to be a Vice President 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 that to me to be the same persons who subscribed their names to said instrument and inasmuch as such Vice President and Assistant Secretary, respectively, then, being by me, personally interviewed, and that for himself, then, and say and acknowledge that he said H. H. Sparrow reside at 406 Westchester Road, Ridgewood, New York, and that the said W. W. Turner reside at 11 West 10th Street, New York, New York, and that H. H. Sparrow is the Vice President and said W. W. Turner is an Assistant Secretary of Morgan Guaranty Trust Company of New York, a corporation of the State of New York, and in the foregoing instrument in the seal of said corporation, which corporate seal, that said seal and executed a copy of said instrument by said H. H. Sparrow, sealed and executed a copy of said instrument by said W. W. Turner, and that H. H. Sparrow is the Vice President and said W. W. Turner is an Assistant Secretary 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 of said corporation, and that they and each of them, after they signed, sealed, executed and delivered the instrument as their free and voluntary act and deed, and in full and complete knowledge and deed of said corporation, and 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 and County and State, the day and year first above written.

(To read Seal)

FRANK SCHBERT  
Notary Public in and for the  
State of New York  
County of New York  
My Comm. Expires Jan. 1, 1925



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

I, Lorraine Fowler, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16th day of January, 1974, personally appeared before me in said County Jacob 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)

LORRRAINE FOWLER  
Notary Public, State of New York  
No. 24-6368100  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 80, 1974

77023

STATE OF WASHINGTON } ss.  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN-

INSTRUMENT OF WRITING, FILED BY

*Burdington Mathews Inc.*

OF *St. Joseph, Mo.*

AT *2:00* P.M. *Jan. 13* 1974

WAS RECORDED IN BOOK *50*

OF *7124* AT PAGE *916*

RECORDS OF SKAMANIA COUNTY, WASH.

*W. J. Road*

COUNTY AUDITOR

BY *E. McFarland*

REGISTERED	<i>E</i>
INDEXED: DIR.	<i>E</i>
INDIRECT:	<i>E</i>
RECORDED:	
COMPARED	
MAILED	

