Executed in 560 Counterparts of which this is No. 402...

BURLINGTON NORTHERN INC.

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

AND

JACOB M. FORD II,
Trustees

SIXTH SUPPLEMENTAL INDENTURE

Dated as of July 1, 1975

TO

BURLINGTON NORTHERN INC. CONSOLIDATED MORTGAGE

Dated March 2, 1970



Creating Consolidated Mortgage 9146; Bunds, Series E, Dur 2000

THIS SIXTH SUPPLEMENTAL INDESTURE, dated as of July 1, 1975, by and between Bundanton Northern Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Campany", party of the first part and Morgan Burdanty Trust Company of New York, a corporation organized and existing under the laws of the State of New York, and Jacon M. Form 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, December 20, 1971 and January 15, 1974 under which Consolidated Mortgage Bonds of several series are autstanding (the Original Mortgage as beretefore "pplemented and mo tified being hereinafter called the "Indentuce"); and

W. ereas, the Company has by proper corporate action authorized the issuance of an additional series of Bonds under the Indenture to be known as "Consolidated Mc Grago 914% Bonds, Series E, Dre 2000", hereinaft, called the "B. " of Series E", in the principal amount of \$100,000,000; and

Whereas, the Company desires by this Sixth Supplemental Indenture to evidence the terms and provision, including cedamption provisions, as determined by its Board of Directors, of the Bonds of Series E, all as more fully set forth herein; and

Withheat, all sets and things prescribed by law, by the Resteted Certificate of Incorporation and By-La vs of the Company and by the Indenture have been duly performed and complied with to make this Sixth Supplemental Indenture and the Bonds of

Series E, 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 Sixth 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 tels Sixta Supplemental Indenture, the receipt whereof is hereb, acknowledged, the Company has executed and delivered this Sixth Supplemental Indicture and, for the same purposes as the original property in thed in or otherwise covered by the Indenture, has mortgage, phalged. granted, given, bargained, old, aliened, remised, r leased, con veyed, confirmed, assigned, transferred and set over as day these presents does mortgage, pledge, grant, give, bargala. He ellen. remise, release, convey, confirm, assign, transfer and sit near unto the Trusteer, and to their success to or successor in the trust and their assigns \$40,000,000 principal arount a Gerard Mortgage 914G Gold Bonds, Series V. Due January 1, 2010. issued under and pursuant to the Grent Northern Railway Company's General Gold Bond Mortgage, dated January 1, 1921, as supplemented and amended.

To have and to note the property bereby conveyed, as a part of the "trust estate" under the Indentare, un', the Trustees, their successor or successors in trust and their assigns, forever;

Subject, nowever, to Excepted Engambrances.

BUT IN TRUST REVERTHELESS 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 appur tenant thereto, and for the enforcement of the payment of the principal of the Bonds and the premium, if any, and interesthereon, as and when payable, and the performance of and compliance with the covenants and conditions of the Inlenture and this Sixth Supplemental Indenture, without preference, priority or distinction as to lieu 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, lieu and privilege under the Indenture and this Sixth 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 Sixth Supplemental Indenture,

AND THIS SIXTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETAL:

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 ander the Indenture as follows:

ARTICLE I

Chartes of Books of Series E

Section 1.01. There is hereby created a fifth series of Bonds to be issued under and secured by the Indeature to be known as "Consolidated Morrgage 1944 it hads, Series E, Due 2000". The Bonds of Series E shall

- (1) be dated the date of au hentication;
- (2) mature on July 1, 2000;
- (3) hear interest at the rate of 91% per alaum, payable semi-annually on January 1, and July 1, of each year, hereinafter sometimes called an ""Interest Payment Date", from the Interest Payment Dato 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 Scross E nathenticated before January 1, 1976 shall near interest from July 1, 1977 unless clause (c) below is applicable; (b) if the Company shall default of be in default in

the payment of interest upon Bonds of Series E, such Bonds of Series E shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so lon; as there is no existing default in the payment of interest on the Bonds of Series E, any Bond of Series E 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 Apperica as at the time of payment shall be legal tender for the payment of public and private debts;
- (3) 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 coupous 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 \$100,000,000.

So long as there is no existing default in the payment of in torest on Bonds of Series E the person in whose name any Bond of Series E is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be cutified to receive the interest payable on such Interest Payment Date natwithstanding any transfer or exchange of such Bond of Series E subsequent to such Record Date. If and to the extent that the Company shall default in the payment of inferest due on any Interest Payment Date with respect to any Bond of Series E such defaulted interest shall 'v paid to the person in whose name such Bond of Series E 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 E 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 June 15 or December 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 appheable Interest Payment Date disregarding any period of grace applicable under Section 7.01 of the Indenture.

Section 1.02. The Bonds of Series E 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 procepul amount of Bonds of Series E to be redeemed, together with accused interest to the date fixed for redemption.

Whenever less than all of the Bonds of Series E are to be redecised, the Corporate Trustee shall elect, in such manner as it shall deem appropriate and fair, the particular Bonds of Series E or portions of such Bonds to be redemeed and shall netify the Company in writing of the manners and principal amounts of the Bonds or portions thereof so selected. The Company shall give the Corporate Trustee written notice at least 50 days for 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 E 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 E during reperiod beginning at the opening of business 15 days before any selection of Bonds of Series E for redemption and ending at the close of business on the date of such selection of (ii) transfer or exchange any Bond or Series E or portion thereof so selected for redemption; and the Corporate Trustee shall not be required to authenticate and deliver any Bonds of Series E during the period specified in (i) above or in lieu of Bonds of Series E or portions the reaf selected for redecaption.

The provisions of Sections 3.04 to 3.08, inclusive, of the Indenture shall, so far as applicable, apply to and govern the cedemption of Bonds of Series E, except that any installment of interest which by the terms of the Bonds of Series E 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 E were registered on the xelevant Record Date, and except as otherwise expressly provided in this fixth Supplemental Indenture.

SECTION 1.05. The Bonds of Series E and the Corporate Trustee's certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:

[FORM OF PACE OF BOX) OF SERIES E]

BURLINGTON NORTHERN INC.

Conscianated Mortgage 614C, Bond, Seta 5 E, 1 to 2000

BURLINGTON NORTHER, INC., corporation duly organized and existing under the laws of the State of Delaware thereinafter called the "Company"), for volue received, hereby promises to pay to

5: registered assigns, at the office or agency of the Company in the Boroug (of Manhattan, City and State of New York, the principals on of

Dollars on July 1, 2000, in such coin or currency of the United States of America as at the time of phyment shall be legal tender for the phyment of public and private debts, and to pay interest on said principal at the rate of 9147, per annum, at said office or agency in like coin or currency, from the interest payment date next preceding the date of talk Bond to which interest has been paid or duly provided for or July 1, 1975, whichever is later

(unless this Bond is dated after any June 15 or December 15, and on or prior to the next succeeding July 1 or January 1, as the case may be, in which case, if interest is paid in accordance with the provise of this sentence, from such succeeding July 1 or January 1), somi-remually on July 1 and January 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 'he payment of interest (and except for the payment of defaulted inferest), the interest payable on any July 1 and January 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 I may 15 or December 15, as the case may be, next precoding such interest payment date. If and to the extent that the Company shall default in the payment of interest due on any July 1 or January 1, such defautted I west 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, 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 Mondan Grunary Trust Company of New York, a corporation duly organized and existing under the laws of the State of New York therein called the "Corporate Trustee"), and Jacon M. Fond H. as Trustees, having as americal and supplements, 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 tranchises mortgaged and pledged, the nature and extent of security and the rights of the hobbers 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 after or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Bond at the time and place and at the rate or rates and in the currency here a prescribed.

This Bond is one of a series of the Bonds known as Consolidated Mortgage 94.45 Bonds, Series E. Due 2000 Chercinafter called the Bonds of Series EV erented by a Sixth Supplemental Indenture, dated as of July 1, 1975, to the Indenture. The aggregate principal amount of Bonds of Series E which may be outstanding at any time is limited to the principal amount of \$100,000,000, except as otherwise provided in the Indenture.

The Bonds are issuable in series and the several series of Berdsmay 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 rud payable in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture , ad such Sixth Supplemental Indenture, the Bonds of Series E 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 code-uption price equal to 100% of the principal amount of Bond of Series E to be redeemed, together with accrued interest to the date fixed for redemption.

The Indenture permits the amendment thereof and the modificatim 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 content 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 surrer der hereof accompanied by written instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holde hereof or by duly authorized attorney, and thereupon a new Bond of Series E 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 E may for all purposes treat the person in whose same this Bond is registered as the absolute owner hereof, notwithstanding any notice to the contrary.

The Bonds of Series E are issuable in the denomination of M.Can of any multiple thereof. The Bonds of Series E are issuable only as registered Ponds without composs. The several denominations of Bonds of Series E are interchangeable in like aggregate principal adounts 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, 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, howsever.

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 of its President or one of its Vice Presidents and its corporate seat 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:	
	BURIANGTON NORTHERN INC.
	By
Attest:	

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[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 COPPORATE Trustee

By	***************************************
	Authorized Officer

Section 1.04. Bonds of Series E shall be transferable, and shall be exchangeable for a like aggregate principal amount of Bonds of Series E 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.

Secrics 1.05. Pending the preparation of definitive Bonds of Series E, the Company may except and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series E in temporary form as provided in Section 1.10 of the Indenture.

ARTICLE II

ISSUE OF BONDS OF SERIES E

Bonds of Series E may be executed, numbersicated 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 Sixth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Sixth 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 Six a Supplemental Indenture declared and provided and agree to perform the same apon the terms and conditions herein and in the Indenture set forth. The regular contained in this Sixth Supplemental Indenture and in the Bonds of Series E (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 Sixth Supplemental Indenture other than as set forch in the Original Mortgage.

SECTION 3.03. Nothing in this Sixth 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 Sixth 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 previsions hereof.

Section 3.05. This Sixth 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 Sixth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its Vice Chairman 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 Sixth 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.

Vice President

(Corporate Seal)

Attest:

Assistant Secretary

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

MEN TOTAL

By Wee President

.....flows

(Corporate Seal)

Attest:

Assistant Secretary

Ornea, sealed and acknowledged by

J. Jewin

Attesting Witnesses

STATE OF NEW YORF SS.

I, WILLIAM A. FEENEY, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of September, 1975 personally appeared before me W. N. Ernzen and F. A. Demino, 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 W. N. ERNZEN resides at 2023 Upper St. Dennis Road, St. Paul, Minnesota and that the said F. A. Demixo resides at 1362 Eldridge Avenue West, Roseville, Minnesota; and that W. N. Engles is a Vice President and said F. A. Demona 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, sented, 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 in rument to be the Goe and voluntary a.1 and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHER DY, I have be rounto see my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

WILLIAM A. FEENEY

Notary Public, State of New York Qualified in Queens County Certificate Fihal in New York County No. 41-6251740 Commission Expires Murch , 9, 14 76



STATE OF NEW YORK COUNTY OF NEW YORK

I, WILLIAM A. FEENEY, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of September, 1975 personally appeared before me R. E. Spannow and W. W. Brewer, personally known to me and personally known to me to be a Vice President and . Assistant Secretary, respectively, of Morgan Guaranty Trust C. pany of New York, one of the corporations described in and which executed the foregoing instrument and known to me to be the say a persons who subscribed their names to and executed said instrument as such Vice Pr sident and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledged that the said R. E. Spannow resides at 496 Dorchester Road, Ridgewood, New Jersey, and that the said W. W. Brewer resides at 228 West 71st Street, New York, New York; that said R. E. Spanow is a Vice President and said W. W. Buswen 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 cornoration is such corporate seal; that said seal was affixed thereto and that said instrument was signed, scaled and executed in behalf of said corporation by 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 authority; that they signed, scaled, executed and delivered said instrument as their free and voluntary not and seed 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.

WILLIAM A. FEENEY
Notary Fublic, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission Expires March 30, 1976

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STATE OF NEW YORK SS. COUNTY OF NEW YORK

I, Frank Schlern, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of September, 1975, 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, scaled, 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 WHERE Dr. I have hereunto set my hand and affixed my official seel as such Notary Public m said County and State, the day and year first above written.

(Notarial Seal)

81094

PRANK SCHLIEBT

PUBLIC, Stone of New York
No. 60-3500450

Qualified in Westchestur County
Certificate filed in New York County
Countsission Expires March 30, 1977

COUNTY OF SKAMANIA

I HERENY CERT TY THAT THE WITHIN

INSTRUMENT OF CENTROS, FRED BY.

- 350 Cartice Blas Settle

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TAS SECONDEN IN EVEN 35-2

RECORDS THE SERVICINA COUNTY, WASH.

CHATY AUDITOR

REGISTERED &
INDEXED: DIR.
INDIRELT:
RECORDED:
COMPARED

