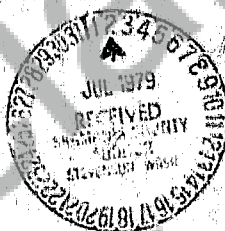


Executed in 560 Counterparts of which this is No.

BURLINGTON NORTHERN INC.
TO
MORGAN GUARANTY TRUST COMPANY
OF NEW YORK
AND

BARTLETT FORD
Successor to Jacob M. Ford III.

Trustees



EIGHTH SUPPLEMENTAL INDENTURE

Dated as of March 1, 1979

TO
BURLINGTON NORTHERN INC.
CONSOLIDATED MORTGAGE
Dated March 2, 1970

Modifying Report of Interest of Director: Bonds, Series B, Due 2000 and Modifying Indenture

THIS EIGHTH SUPPLEMENTAL INDENTURE, dated as of March 1, 1979, by and between Burlington 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 trust company organized and existing under the laws of the State of New York, and BARTLETT FORD of St. Joseph, Missouri, successor to JACOB M. FORD II, 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, January 15, 1974, July 1, 1975 and June 15, 1978, 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 Sixth Supplemental Indenture (hereinafter called the "Sixth Supplemental Indenture") dated as of July 1, 1975, to the Indenture, the Company created a series of Bonds under the Indenture known as "Consolidated Mortgage 9 1/4% Bonds, Series E, Due 2000", hereinafter called the "Old Bonds"; and

WHEREAS, the Company has by proper corporate action authorized modification of the rate of interest payable on the Old Bonds, the Old Bonds as so modified being hereinafter called the "Bonds of Series E", and has obtained the consent to such modification by the sole holder thereof; and

WHEREAS, the Company desires by this Eighth Supplemental Indenture to evidence the terms and provisions, as determined by its Board of Directors, of the Bonds of Series E, 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 Eighth 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 EIGHTH 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 E

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

"Section 1.01. There is hereby created a fifth series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage Debt Bonds, Series E, Due 2000". The Bonds of Series E shall

- (1) be dated the date of authentication;
- (2) mature on July 1, 2000;
- (3) bear interest at the rate of 3 3/4% 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, so thereon until payment of the principal amount thereof has been made or duly provided for, except that: (a) any Bond of Series E authenticated before July 1, 1979 shall bear interest from March 1, 1979 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 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 long 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 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 with or 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 \$100,000,000.

So long as there is no existing default in the payment of interest 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 entitled to receive the interest payable on such Interest Payment Date notwithstanding 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 interest due on any Interest Payment Date with respect to any Bond of Series E, such defaulted interest shall be 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 (whichever 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. Section 1.02 of the Sixth Supplemental Indenture is amended by deleting the whole thereof and inserting in lieu thereof the following:

SECTION 1.03. 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 FACE OF BOND OF SERIES E]

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE 9 3/4% BOND, SERIES E, DUE 2000

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, 2000, 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 at the rate of 9 3/4% 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 March 1, 1970, 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 proviso of this sentence, from such succeeding July 1 or January 1), semi-annually 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 the payment of interest (and except for the payment of defaulted interest), 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 June 15 or December 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 July 1 or January 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 of 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 therein 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 trust company organized and existing under the laws of the State of New York (herein

called the "Corporate Trustee"), and Jacob M. Foad II, as Individual Trustee (Barriett Bond having been duly appointed successor Individual Trustee), (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 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 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 9 3/4% Bonds, Series E, Due 2000 (hereinafter called the "Bonds of Series E") created by a Sixth Supplemental Indenture, dated as of July 1, 1975, and modified with the consent of the holders of the Bonds of this series at the time outstanding by an Eighth Supplemental Indenture dated as of March 1, 1979, 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 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 Sixth Supplemental Indenture and such Eighth 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 redemption price equal to 100% of the principal amount of Bonds of Series E to be redeemed, 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 E 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 E 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 E in the same aggregate principal amount will be issued in the transfer 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 name 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 \$1,000 or any multiple thereof. The Bonds of Series E are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series E 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 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:

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE OFFERED OR SOLD IN CONTRAVENTION OF SAID ACT AND IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE PLEDGE AGREEMENT DATED AS OF SEPTEMBER 1, 1975 BETWEEN BURLINGTON NORTHERN INC. AND FIRST NATIONAL CITY BANK (NOW CITIBANK, N.A.).

[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 Eighth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Eighth 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 Bartlett Ford, the parties of the second part, hereby accept the trust in this Eighth 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 Eighth 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 Eighth Supplemental Indenture other than as set forth in the Original Mortgage.

Section 2.03. Nothing in this Eighth 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 any legal or equitable right, remedy or claim under or in respect of this Eighth 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 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 Eighth 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 Eighth 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,

9

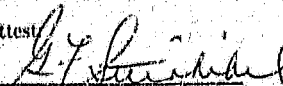
one of the parties of the second part, has caused this Eighth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Bartlett Ford, 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 NORTHEAST INC.

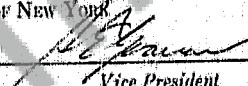
By 

Vice President

(Corporate Seal)

Attest 

Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORKBy 

Vice President

(Corporate Seal)

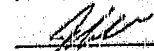
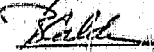
Attest: 

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 } ss.

On this 22nd day of March in the year 1979 before me personally came and appeared R. F. Garland to me personally known, and to me known to be a Vice President of Burlington Northern Inc., one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 2147 Valley View Place, St. Paul, Minnesota; that he is a Vice President of Burlington Northern Inc., one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like order and authority; and said R. F. Garland acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

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)

Maureen McShane
MAUREEN MCSHANE
Notary Public, State of New York
No. 24-1179240
Qualified in Essex County
Certificate Filed in New York County
Commission Expires March 30, 1979

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

On this 22nd day of March in the year 1979 before me personally came and appeared R. E. Sparrow to me personally known, and to me known to be a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 496 Dorchester Road, Ridgewood, New Jersey; that he is a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like authority; and said R. E. Sparrow acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

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)

Elizabeth A. Buckley
 ELIZABETH A. BUCKLEY
 Notary Public, State of New York
 Qualified in Suffolk County
 Certificate Filed in New York County
 No. 62-1020650
 Commission Expires March 30, 1981

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

On this 23rd day of March, 1979, personally appeared before me Bartlett Ford, to me personally known and to me known to be the individual and the same person described in and who executed the within and foregoing instrument, and acknowledged that he signed and executed the same at his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

(Notarial Seal)

Sue Scalcione

SUE SCALCIONE
Notary Public, State of New York
No. 31-4619515
Qualified in New York County
Commission Expires March 30, 1979

88878

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

Wendell S. Taylor
OF 350 Capitol Bldg Seattle, Wa

AT 10:00 a.m. July 2, 1979

WAS RECORDED IN BOOK 56

OF 1074 AT PAGE 503

RECORDS OF SKAMANIA COUNTY, WASH.

SP Tadh

COUNTY AUDITOR

BY *Washita*

DEPUTY

REGISTERED	<i>2</i>
INDEXED	<i>1</i>
INDIRECT	<i>1</i>
RECORDED	
COMPALED	
MAILED	

