

Executed in 568 Counterparts
of which this is No. 419

BURLINGTON NORTHERN INC.

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

AND

BARTLETT FORD
(successor to Jacob M. Ford II)

Trustees

NINTH SUPPLEMENTAL INDENTURE

Dated as of August 1, 1989

TO

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE

Dated March 2, 1970

Creating Consolidated Mortgage 12 1/2% Bonds, Series G, Due 2005
and Adding Trust Indenture Act Provisions



THIS NINTH SUPPLEMENTAL INDENTURE, dated as of August 1, 1980, by and between **DELRON 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 New York trust company, and **BARTLETT FORD**, of St. Joseph, Missouri, successor to **Jacob M. Ford II**, as Trustee, 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, May 23, 1972, January 15, 1974, July 1, 1975, June 15, 1978 and March 1, 1979, 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 12 3/4% Bonds, Series G, Due 2005", hereinafter called the "Bonds of Series G", in the principal amount of \$125,000,000; and

WHEREAS, the Company desires by this Ninth 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 G, all as more fully set forth herein; and

WHEREAS, the Company desires to qualify the Indenture under the Trust Indenture Act of 1939, as amended, and to modify and add to the Indenture provisions required to be included therein for the purposes of such qualification; 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 Ninth Supplemental Indenture and the Bonds of Series G, 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 NINTH 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 Ninth Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Ninth 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, 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 \$80,135,000 principal amount of Great Northern Railway Company's General Gold Bond Mortgage 4 1/2% Bonds, Series X, 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 Ninth 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 Ninth 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 Ninth Supplemental Indenture.

AND THIS NINTH 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 G

SECTION 1.01. There is hereby created a seventh series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 12½% Bonds, Series G, Due 2005." The Bonds of Series G shall

(1) be dated the date of authentication;

(2) mature on August 1, 2005;

(3) bear interest at the rate of 12½% per annum, payable semi-annually on February 1 and August 1 of each year, hereinafter sometimes called an "Interest Payment Date", from the Interest Payment Date next preceding the date of authentication thereof until payment of the principal amount thereof has been made or duly provided for except that: (a) any Bond of Series G authenticated before February 1, 1981 shall bear interest from August 1, 1980 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 G, such Bonds of Series G 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 G, any Bond of Series G 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 \$125,000,000.

So long as there is no existing default in the payment of interest on Bonds of Series G, the person in whose name any Bond of Series G 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 G 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 G, such defaulted interest shall be paid to the person in whose name such Bond of Series G 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 G 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 January 15 or July 15 (whether or not a business day), as the case may be, next preceding such Interest Payment Date. Default in the payment of interest means in this Section 1.01 failure to pay interest on the applicable Interest Payment Date disregarding any period of grace applicable under Section 7.01 of the Indenture.

Section 1.02. The Bonds of Series G 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:

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If redeemed during the 12 month period commencing August 1	A redemption price of	If redeemed during the 12 month period commencing August 1	A redemption price of
1980.....	112.63%	1993.....	104.42%
1981.....	112.00%	1994.....	103.79%
1982.....	111.37%	1995.....	103.16%
1983.....	110.74%	1996.....	102.53%
1984.....	110.10%	1997.....	101.90%
1985.....	109.47%	1998.....	101.27%
1986.....	108.84%	1999.....	100.64%
1987.....	108.21%	2000.....	100.00%
1988.....	107.58%	2001.....	100.00%
1989.....	106.93%	2002.....	100.00%
1990.....	106.32%	2003.....	100.00%
1991.....	105.69%	2004.....	100.00%
1992.....	105.05%		

provided, however, that prior to August 1, 1990 no Bonds of Series G 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 which has an interest cost, computed in accordance with generally accepted financial practice, of less than 12.91% per annum.

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

Section 1.03. As and for a mandatory Sinking Fund for the Bonds of Series G, the Company shall, except as hereinafter provided in this Section 1.03, pay to the Corporate Trustee at least one business day prior to August 1, 1991, and August 1 of each year thereafter to and including August 1, 2004, each such August 1 being hereinafter called a "Sinking Fund Payment Date", an amount in New York Clearing House funds sufficient to redeem \$8,330,000 principal amount of the Bonds of Series G on August 1, 1991, and on each August 1 thereafter to and including August 1, 2004, 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 G, but the Company shall otherwise provide for all interest accrued to the Sinking Fund Payment Date on the Bonds of Series G or portions thereof called for redemption through the operation of such Sinking Fund on each 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 \$12,495,000. 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 non-

cumulative 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 G 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 G 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 G 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 G are delivered or Redeemed Bonds credited. Each Bond of Series G 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 G so delivered to the Corporate Trustee shall be cancelled by it.

On or before the June 11 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 G which are being concurrently delivered to the Corporate Trustee for cancellation

to the extent not previously delivered and are to be credited against one or more Sinking Fund payments (designated therein by the Company) with respect to the Bonds of Series G 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 G 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 G 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 June 11 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 G shall be held in trust for the holders of such Bonds and shall be applied by the Corporate Trustee 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 June 11 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 G 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 G 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 G 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 provided in Section 10.01(c) of the Indenture, the Corporate Trustee shall redeem the Bonds of Series G 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 G. 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 G at the Sinking Fund Redemption Price on the next succeeding Sinking Fund Payment Date.

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

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[FORM OF FACE OF BOND OF SERIES G]

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE 12 3/4% BOND, SERIES G, DUE 2005

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 August 1, 2005, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate of 12 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 August 1, 1980, whichever is later (unless this Bond is dated after any January 15 or July 15, and on or prior to the next succeeding February 1 or August 1, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding February 1 or August 1), semi-annually on February 1 and August 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 February 1 and August 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 January 15 or July 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 February 1 or August 1, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on a subsequent record date established by notice for the payment of such defaulted interest, which notice shall be given not less than 15 days prior to such subsequent 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:

[Signature]

[Form of Reverse of Bond of Series G]

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 New York trust company (herein called the "Corporate Trustee"), and Jacob M. Ford II (Bartlett Ford, successor) 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 12½% Bonds, Series G, Due 2005 (hereinafter called the "Bonds of Series G") created by a Ninth Supplemental Indenture, dated as of August 1, 1980, to the Indenture. The aggregate principal amount of Bonds of Series G which may be outstanding at any time is limited to the principal amount of \$125,000,000, 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 Ninth Supplemental Indenture, the Bonds of Series G 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:

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If redeemed during the 12 month period commencing August 1	A redemption price of	If redeemed during the 12 month period commencing August 1	A redemption price of
1980.....	112.03%	1993.....	104.42%
1981.....	112.00%	1994.....	103.70%
1982.....	111.37%	1995.....	103.10%
1983.....	110.74%	1996.....	102.53%
1984.....	110.10%	1997.....	101.90%
1985.....	109.47%	1998.....	101.27%
1986.....	108.84%	1999.....	100.64%
1987.....	108.21%	2000.....	100.00%
1988.....	107.58%	2001.....	100.00%
1989.....	106.95%	2002.....	100.00%
1990.....	106.32%	2003.....	100.00%
1991.....	105.69%	2004.....	100.00%
1992.....	105.05%		

provided, however, that prior to August 1, 1990 no Bonds of Series G 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 effective yield cost, computed in accordance with generally accepted financial practices, of less than 12.01% per annum.

The Bonds of Series G are entitled to the benefit of a sinking fund, the terms and provisions of which are set forth in such Ninth Supplemental Indenture, and, as provided therein, are subject to redemption in part through the operation of such sinking fund on August 1, 1991, and on each August 1 thereafter to and including August 1, 2004, 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 G 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 G 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 G are issuable in the denomination of \$1,000 or any multiple thereof. The Bonds of Series G are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series G are interchangeable in like aggregate principal amounts upon presentation for that purpose as provided in the Indenture.

No service charge will be made for any transfer or exchange of this Bond, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond against any incorporator, stockholder, officer or director, as such, of the Company by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

[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

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Section 1.05. Bonds of Series G shall be transferable, and shall be exchangeable for a like aggregate principal amount of Bonds of Series G 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 G, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series G in temporary form as provided in Section 1.10 of the Indenture. Such Bonds of Series G in temporary form may, in lieu of the statement of the redemption prices required to be set out in the Bonds of Series G 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 G

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

ARTICLE III

AMENDMENT OF THE ORIGINAL MORTGAGE
TO ADD TRUST INDENTURE ACT PROVISIONS

Section 3.01. The Original Mortgage is hereby amended by adding thereto, immediately following Article Sixteen thereof, a new Article Seventeen reading in its entirety as follows:

ARTICLE SEVENTEEN

TRUST INDENTURE ACT PROVISIONS

Section 17.01. There shall at all times be a Corporate Trustee hereunder which shall be a trust company or a banking corporation in good

standing organized under the laws of the United States of America or the State of New York, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by Federal or state authority and having an office in the Borough of Manhattan, City and State of New York and a combined capital and surplus aggregating at least \$10,000,000, if there be such a corporation in such city willing to act upon customary terms and conditions. If such trust company or banking corporation publishes reports of condition at least annually, pursuant to law or the requirements of such supervising or examining authority, then for the purposes of this Section 17.01 the combined capital and surplus of such trust company or banking corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Corporate Trustee shall cease to be eligible in accordance with the provisions of Section 17.01, it shall resign immediately in the manner and with the effect specified in Section 10.04 hereof.

Section 17.02. (a) If either Trustee has or shall acquire any conflicting interest, as defined in this Section 17.02, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in Section 10.04 hereof.

(b) In the event that either Trustee shall fail to comply with the provisions of paragraph (a) of this Section 17.02, such Trustee shall, within ten days after the expiration of such 90-day period, provide notice of such failure to all bondholders in the manner and to the extent provided in Section 17.06(c) hereof.

(c) If either Trustee shall fail to comply with the provisions of paragraph (a) of this Section 17.02 after written request therefor by any bondholder who has been a bona fide holder of Bonds for at least six months, such bondholder may, on behalf of himself and all others similarly situated in addition to any powers they may have under Sections 10.04 and 10.05, petition any court of competent jurisdiction for the removal of such Trustee and the appointment of a successor Trustee.

(d)(1) For the purposes of this Section 17.02, either Trustee shall be deemed to have a conflicting interest if

(A) such Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any

other securities, of the Company are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of Bonds issued under this Indenture; provided, however, that there shall be excluded from the operation of this clause (A) any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that trusteeship under this Indenture and such other indenture or indentures is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such Trustee from acting as such under one of such indentures;

(B) such Trustee or any of its directors or executive officers is an obligor upon the Bonds or an underwriter for the Company;

(C) such Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(D) such Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee or representative of the Company, or of an underwriter (other than such Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (i) one individual may be a director or an executive officer, or both, of such Trustee and a director or an executive officer, or both, of the Company but may not be at the same time an executive officer of both such Trustee and the Company; (ii) if and so long as the number of directors of such Trustee in office is more than nine, one additional individual may be a director or an executive officer, or both, of such Trustee and a director of the Company; and (iii) such Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depository, or in any other similar capacity, or, subject to the provisions of clause (A) of this paragraph (D)(1), to act as trustee, whether under an indenture or otherwise;

(E) 10% or more of the voting securities of such Trustee is beneficially owned either by the Company or by any director, partner or executive officer thereof, or 20% or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of the voting securities of such Trustee is beneficially owned either by an underwriter for the Company or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(F) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Section 17.02 defined), (i) 5% or more of the voting securities, or 10% or more of any other class of security, of the Company not including Bonds issued under this Indenture and securities issued under any other indenture under which such Trustee is also trustee, or (ii) 10% or more of any class of security of an underwriter for the Company;

(G) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Section 17.02 defined), 5% or more of the voting securities of any person who, to the knowledge of such Trustee, owns 10% or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(H) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Section 17.02 defined), 10% or more of any class of security of any person who, to the knowledge of such Trustee, owns 50% or more of the voting securities of the Company; or

(I) such Trustee owns, on May 15 in any calendar year, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of 25% or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under clauses (F), (G) or (H) of this subparagraph (1). As to any such securities of which such Trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed 25% of such voting securities or 25% of any such class of security. Promptly after May 15 in each calendar year, each Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such May 15. If the Company fails to make payment in full of the principal of, or the premium, if any, or interest on any of the Bonds when and as the same becomes due and payable, and such failure continues for 30 days thereafter, each Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such 30-day period, and after such date, notwithstanding the foregoing provisions of this clause (I), all such securities so held by either Trustee, with sole or joint control over such securities vested in it, shall, but only so long as such failure

shall continue, be considered as though beneficially owned by such Trustee for the purposes of clauses (F), (G) and (H) of this subparagraph (1).

(2) The specification of percentages in clauses (E) to (I) inclusive, of subparagraph (1) of this paragraph (d) shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of clauses (C) or (G) of such subparagraph.

(3) For the purposes of clauses (F), (G), (H) and (I) of subparagraph (1) of this paragraph (d), (i) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (ii) an obligation shall be deemed to be "in default" when a default in payment of principal shall have continued for 30 days or more and shall not have been cured; and (iii) either Trustee shall not be deemed to be the owner or holder of (a) any security which it holds as collateral security, as trustee or otherwise, for an obligation which is not in default as defined in subclause (ii) above, or (b) any security which it holds as collateral security under this indenture, irrespective of any default hereunder, or (c) any security which it holds as agent for collection, or as custodian, escrow agent or depositary, or in any similar representative capacity.

(c) For the purposes of this Section 17.02:

(1) The term "underwriter" when used with reference to the Company means every person who, within three years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has offered or sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

(2) The term "director" means any director of a corporation, or any individual performing similar functions with respect to any organization whether incorporated or unincorporated.

(3) The term "person" means an individual, a corporation, a partnership, an association, a joint-stock company, a trust, an unincorporated organization or a government or political subdivision thereof. As used in this subparagraph (3), the term "trust" shall include only a trust where the interest or interests of the beneficiary or beneficiaries are evidenced by a security.

(4) The term "voting security" means any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person.

(5) The term "executive officer" means the president, every vice-president, every trust officer, the cashier, the secretary and the treasurer of a corporation and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but shall not include the chairman of the board of directors.

(f) The percentages of voting securities and other securities specified in this Section 17.02 shall be calculated in accordance with the following provisions:

(1) A specified percentage of the voting securities of either Trustee, the Company or any other person referred to in this Section 17.02 (each of whom is referred to as a "person" in this paragraph) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(2) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(3) The term "amount", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares and the number of units if relating to any other kind of security.

(4) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(A) securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(B) securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(C) securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise; and

(D) securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(5) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges; *provided, however*, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes and *provided, further*, that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, *unless* not they are issued under a single indenture.

SECTION 17.03. (a)(1) Subject to paragraph (b) of this Section 17.03, if either Trustee shall be or shall become a creditor directly or indirectly, secured or unsecured, of the Company within four months prior to a default, as defined in paragraph (c) of this Section 17.03, or subsequent to such a default, then, unless and until such default shall be cured, such Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, the holders of the Bonds and the holders of other indenture securities (as defined in paragraph (c) of this Section 17.03):

(A) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and

valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in clause (B) of this subparagraph (1), or from the exercise of any right of set-off which such Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(B) all property received by such Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, *subject, however,* to the rights, if any, of the Company and its other creditors in such property or such proceeds.

(2) Nothing in this paragraph (a) contained, however, shall affect the right of either Trustee

(A) to retain for its own account (i) payments made on account of any such claim by any person (other than the Company) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law;

(B) to realize, for its own account, upon any property held by it as security for any such claim if such property was so held prior to the beginning of such four months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if such Trustee shall sustain the burden of proving that at the time such property was so received such Trustee had no reasonable cause to believe that a default as defined in paragraph (c) of this Section 17.03 would occur within four months; or

(D) to receive payment on any claim referred to in clause (B) or (C) of this subparagraph (2), against the release of any property held as security for such claim as provided in clause (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of clauses (B), (C) and (D) of this subparagraph (2), property substituted after the beginning of such four months' period for

property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such subparagraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of such Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

(3) If either Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between such Trustee, the bondholders and the holders of other indenture securities in such manner that such Trustee, the bondholders and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of such Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of such Trustee and the bondholders and the holders of other indenture securities dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this subparagraph (3), with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, whether such distribution is made in cash, securities or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership or proceedings for reorganization is pending shall have jurisdiction (A) to apportion between such Trustee and the bondholders and the holders of other indenture securities, in accordance with the provisions of this subparagraph (3), the funds and property held in such special account and proceeds thereof, or (B) in lieu of such apportionment, in whole or in

part, to give the provisions of this subparagraph (3) due consideration in determining the fairness of the distribution to be made to such Trustee and the bondholders and the holders of other indenture securities with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

(4) Any Trustee which has resigned or been removed after the beginning of such four months' period shall be subject to the provisions of this paragraph (a) as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such four months' period, it shall be subject to the provisions of this paragraph (a) if and only if the following conditions exist:

(1) the receipt of property or reduction of claim, which would have given rise to the obligation to account, if such Trustee had continued as Trustee, occurred after the beginning of such four months' period; and

(2) such receipt of property or reduction of claim occurred within four months after such resignation or removal.

(b) There shall be excluded from the operation of paragraph (a) of this Section 17.03 a creditor relationship arising from:

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by such Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Indenture, for the purpose of preserving any property which shall at any time be subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances thereon, if notice of such advances and of the circumstances surrounding the making thereof is given to the bondholders at the time and in the manner provided in Section 17.00 hereof;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in paragraph (c) of this Section 17.03;

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper as defined in paragraph (c) of this Section 17.03.

(c) For the purposes of this Section 17.03 only:

(1) The term "default" means any failure to make payment in full of the principal of or interest on any of the Bonds or upon the other indenture securities when and as such principal or interest becomes due and payable.

(2) The term "other indenture securities" means securities upon which the Company is an obligor outstanding under any other indenture (i) under which either Trustee is also trustee, (ii) which contains provisions substantially similar to the provisions of this Section 17.03 and (iii) under which a default exists at the time of the reportionment of the funds and property held in such special account.

(3) The term "cash transaction" means any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand.

(4) The term "self-liquidating paper" means any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacturing, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

SECTION 17.04. The Company will furnish or cause to be furnished to the Corporate Trustee semi-annually, between February 1 and February 15 and between August 1 and August 15, and at such other times as the Corporate Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list in such form as the Corporate Trustee may reasonably require containing all the information in the possession or control of the Company, or any of its Paying Agents and registrar other than the Corporate Trustee, as to the names and addresses of the holders of Bonds obtained since the date as of which the next previous list, if any, was furnished, excluding from such list any names received by the Corporate Trustee in its capacity as Trustee, Paying Agent or registrar. Any such list may be dated as of the date not more than 15 days prior to the time such information is furnished or caused to be furnished and need not include information received after such date.

SECTION 17.05. (a) The Corporate Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of holders of Bonds (1) contained in the most recent list furnished to it as provided in Section 17.04 hereof, (2) received by it in the capacity of Paying Agent (if so acting) hereunder, and (3) filed with it within the two preceding years pursuant to Section 17.06(c)(2) hereof.

The Corporate Trustee may (1) destroy any list furnished to it as provided in Section 17.04 hereof upon receipt of a new list so furnished, (2) destroy any information received by it as Paying Agent (if so acting) hereunder in connection with an interest payment upon delivering to itself as Corporate Trustee, not earlier than 45 days after a subsequent interest payment, a list containing the names and addresses of the holders of Bonds obtained from such information since the delivery of the next previous list, if any, and (3) destroy not earlier than two years after filing any information filed with it pursuant to Section 17.06(c)(2) hereof.

(b) If three or more holders of Bonds (hereinafter referred to as "applicants") apply in writing to the Corporate Trustee, and furnish to the Corporate Trustee reasonable proof that each such applicant has owned a Bond for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other holders of Bonds with respect to their rights

under this Indenture or under the Bonds and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Corporate Trustee shall, within five business days after the receipt of such application, at its election, either

(1) afford such applicants access to the information preserved at the time by the Corporate Trustee in accordance with Section 17.05(a) hereof, or

(2) inform such applicants as to the approximate number of holders of Bonds whose names and addresses appear in the information preserved at the time by the Corporate Trustee in accordance with Section 17.05(a) hereof, and as to the approximate cost of mailing to such bondholders the form of proxy or other communication, if any, specified in such application.

If the Corporate Trustee shall elect not to afford such applicants access to such information, the Corporate Trustee shall, upon the written request of such applicants, mail to each bondholder whose name and address appear in the information preserved at the time by the Corporate Trustee in accordance with Section 17.05(a) hereof a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Corporate Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing; unless within five days after such tender the Corporate Trustee shall mail to such applicants and file with the Securities and Exchange Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Corporate Trustee, such mailing would be contrary to the best interests of the holders of Bonds or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If such Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, such Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Corporate Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Corporate Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Each and every holder of the Bonds and coupons, if any, by receiving and holding the same, agrees with the Company and the Corporate Trustee that neither the Company nor the Corporate Trustee nor any Paying Agent or Registrar shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the holders of Bonds in accordance with Section 17.05(b) hereof, regardless of the source from which such information was derived, and that the Corporate Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 17.05(b) hereof.

SECTION 17.06. (a) Within 60 days after June 15 in each year, each Trustee shall transmit either jointly or severally, as they may determine, to the bondholders, as provided in paragraph (c) of this Section 17.06, a brief report dated as of such June 15 with respect to:

(1) its eligibility under Section 17.01 hereof and its qualifications under Section 17.02 hereof, or in lieu thereof, if to the best of its knowledge it has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the character and amount of any advances (and if such Trustee elects so to state, the circumstances surrounding the making thereof) made by such Trustee (as such) which remain unpaid on the date of such report, and for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Bonds, on any property or funds held or collected by it as Trustee, except that such Trustee shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than $\frac{1}{2}$ of 1% of the principal amount of the Bonds outstanding on the date of such report;

(3) the amount, interest rate and maturity date of all other indebtedness owing by the Company to such Trustee in its individual capacity, on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Section 17.03(b)(2), (3), (4) or (6) hereof;

(4) the property and funds, if any, physically in the possession of such Trustee (as such) on the date of such report;

(5) any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which has not been previously reported since the date of the Ninth

Supplemental Indenture hereto; *provided, however*, that to the extent that the aggregate fair value, as set forth in the certificates or opinions required by Section 17.08(b) hereof, of any or all of such released properties does not exceed an amount equal to 10% of the principal amount of Bonds then outstanding, the report need only indicate the number of such releases, the total fair value of property released as set forth in such certificates or opinions, the aggregate amount of cash received and the aggregate fair value of property received in exchange therefor as set forth in the certificates or opinions required by Section 17.08(d) hereof;

(6) any additional issue of Bonds which such Trustee has not previously reported; and

(7) any action taken by such Trustee in the performance of its duties hereunder which it has not previously reported and which in its opinion materially affects the Bonds, except action in respect of a default, notice of which has been or is to be withheld by such Trustee in accordance with Section 17.09(a) hereof.

(b) Each Trustee, either jointly or severally, as they may determine, shall transmit to the bondholders, as provided in paragraph (c) of this Section 17.06, a brief report with respect to:

(1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate or opinion required by Section 17.08(b) hereof, is less than 10% of the principal amount of Bonds outstanding at the time of such release, or release and substitution, such report to be transmitted within 90 days after such time; and

(2) the character and amount of any advances (and if such Trustee elects so to state, the circumstances surrounding the making thereof) made by such Trustee (as such) since the date of the last report transmitted pursuant to paragraph (a) of this Section 17.06 (or if no such report has yet been so transmitted, since March 2, 1970) for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Bonds, on the trust estate or on property or funds held or collected by it as such Trustee, and which it has not previously reported pursuant to this subparagraph (2), except that such Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of the Bonds outstanding at such time, such report to be transmitted within 90 days after such time.

(c) Reports pursuant to this Section 17.06 shall be transmitted by mail:

(1) to all holders of registered Bonds, whether such Bonds are with or without coupons, as the names and addresses of such holders appear on the Registry Books;

(2) to such holders of Bonds as have, within the two years preceding such transmission, filed their names and addresses with the Corporate Trustee for that purpose; and

(3) except in the case of reports pursuant to paragraph (b) of this Section 17.06, to each bondholder whose name and address are preserved at the time by the Corporate Trustee, as provided in Section 17.05(a) hereof.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Trustee transmitting the same with each stock exchange upon which the Bonds are listed and also with the Securities and Exchange Commission. The Company will notify the Trustees when the Bonds are listed on any stock exchange.

(e) The provisions of this Section 17.06 which have been made specifically applicable to a Trustee shall apply to the Corporate Trustee and the Individual Trustee. Notwithstanding any of the provisions of this Section 17.06 which require the Individual Trustee to transmit reports to the bondholders and to file such reports with each stock exchange upon which the Bonds are listed and also with the Securities and Exchange Commission, the Individual Trustee may, if he so elects, furnish to the Corporate Trustee all information concerning the Individual Trustee which the Individual Trustee is required to report, and the Corporate Trustee shall transmit and file such information, in accordance with the provisions of this Section 17.06, on behalf of the Individual Trustee.

Section 17.07. The Company will:

(a) file with the Corporate Trustee, within 15 days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Securities and Exchange Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Securities and Exchange Commission.

sion pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents or reports pursuant to either of such Sections, then it will file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with rules and regulations prescribed from time to time by the Securities and Exchange Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(b) file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with rules and regulations prescribed from time to time by the Securities and Exchange Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(c) transmit to the holders of Bonds, within 30 days after the filing thereof with the Corporate Trustee, in the manner and to the extent provided in Section 17.06(c) hereof with respect to reports pursuant to Section 17.06(a) hereof, such summaries of any information, documents and reports required to be filed by the Company pursuant to paragraphs (a) and (b) of this Section 17.07 as may be required by rules and regulations prescribed from time to time by the Securities and Exchange Commission.

Section 17.08. (a) Upon any Request to the Trustees, or either of them, to take any action under any provision of the Indenture, the Company shall furnish to such Trustee, in addition to all other documents which the Company is required to furnish to such Trustee, the following:

(1) An Officers' Certificate stating that all conditions precedent, if any, provided for in the Indenture have been complied with;

(2) An Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with; and

(3) In the case of conditions precedent compliance with which is required by the provisions of this Indenture to be verified by accountants, a certificate or opinion of an accountant stating that all such conditions precedent have been complied with. In the case of any such conditions precedent to the authentication and delivery of Bonds, and not otherwise, such accountant shall be an independent

public accountant selected by the Company and approved by such Trustee in the exercise of reasonable care if the aggregate principal amount of such Bonds and of other Bonds authenticated and delivered since the commencement of the then current calendar year (other than Bonds with respect to which a certificate or opinion of an accountant is not required, or with respect to which a certificate or opinion of an independent public accountant has previously been furnished) is 10% or more of the aggregate amount of Bonds at the time outstanding; but no certificate or opinion need be made by any person other than an officer or employee of the Company as to (A) dates or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a statement of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports, or (B) the amount and value of Bondable Additions, except as provided in Section 17.08(d) hereof, or (C) the adequacy of depreciation, maintenance or repairs.

(b) Upon any Request to the Trustees, or either of them, to release from the lien of the Indenture any property or securities subject thereto, the Company shall furnish to such Trustee, in addition to all other documents which the Company is required to furnish to such Trustee, a certificate or opinion of an engineer, appraiser or other expert as to the fair value of the property or securities to be so released, which certificate shall state that, in the opinion of such engineer, appraiser or other expert, the proposed release will not impair the security under the Indenture in contravention of the provisions thereof. Such certificate or opinion shall be given by an independent engineer, appraiser or other expert if the fair value of such property or securities and of all other property and securities released since the commencement of the then current calendar year, as set forth in the certificates or opinions furnished pursuant to this paragraph (b), is 10% or more of the aggregate principal amount of Bonds at the time outstanding, but the engineer, appraiser or other expert giving such certificate or opinion need not be independent if the fair value of the property or securities to be then released, as set forth in such certificate, is less than \$25,000 or less than 1% of the aggregate principal amount of Bonds at the time outstanding.

(c) Upon any Request to the Trustees, or either of them, for the authentication and delivery of additional Bonds, the payment of Deposited Cash or the release from the lien of the Indenture of any property or securities subject thereto on the basis of the deposit of securities (other

than Bonds and Prior Lien Securities) with the Corporate Trustee, the Company shall furnish to such Trustee, in addition to all other documents which the Company is required to furnish to such Trustee, a certificate or opinion of an engineer, appraiser or other expert as to the fair value to the Company of such securities. Such certificate or opinion shall be given by an independent engineer, appraiser or other expert if the fair value to the Company of such securities and of all other such securities made the basis of such authentication and delivery, withdrawal or release since the commencement of the then current calendar year, as set forth in the certificates or opinions furnished pursuant to this paragraph (c), is 10% or more of the aggregate principal amount of the Bonds at the time outstanding and, in the case of authentication and delivery of additional Bonds, shall cover the fair value to the Company of all other such securities so deposited since the commencement of the current calendar year as to which a certificate or opinion of an independent engineer, appraiser or other expert has not previously been furnished, but the engineer, appraiser or other expert giving such certificate or opinion need not be independent if the fair value to the Company of such securities as set forth in such certificate or opinion is less than \$25,000 or less than 1% of the aggregate principal amount of Bonds at the time outstanding.

(d) Upon any Request to the Trustees, or either of them, for the authentication and delivery of additional Bonds, the payment of Deposited Cash or the release from the lien of the Indenture of any property or securities subject thereto on the basis of Bondable Expenditures or for the release from the lien of the Indenture of any property subject to the lien thereof on the basis of an exchange of property, the Company shall furnish to such Trustee, in addition to all other documents which the Company is required to furnish to such Trustee, a certificate or opinion of an engineer, appraiser or other expert as to the fair value to the Company of any Bondable Additions constructed, acquired or made by such Bondable Expenditures and of any property to be received in exchange. Such certificate or opinion shall be given by an independent engineer, appraiser or other expert with respect to any property constituting a part of such Bondable Additions and with respect to any property to be received in exchange if (1) within six months prior to the date of acquisition thereof by the Company such property has been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company and (2) the fair

value to the Company of such property as set forth in such certificate or opinion is not less than \$25,000 and not less than 1% of the aggregate principal amount of Bonds at the time outstanding. In the case of a Request to authenticate and deliver additional Bonds, if such certificate or opinion is required to be given by an independent engineer, appraiser or other expert, it shall also cover the fair value to the Company of all Bondable Additions so used or operated by a person or persons other than the Company which has been subjected to the lien of the Indenture since the commencement of the then current calendar year and as to which a certificate or opinion of an independent engineer, appraiser or other expert has not previously been furnished.

(c) Every certificate or opinion with respect to compliance with a condition or covenant provided for in the Indenture shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions in the Indenture relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion whether or not such covenant or condition has been complied with; and

(4) a statement whether, in the opinion of such individual, such condition or covenant has been complied with.

(d) The Trustees shall be under a duty to examine each certificate and opinion required to be furnished to them pursuant to this Section 17.08 to determine whether or not it conforms to the requirements of this Indenture.

Section 17.09. (a) The Trustees shall give to the bondholders, in the manner and to the extent provided in Section 17.06(e) hereof, notice of all Events of Default known to such Trustees, such notice to be given within 90 days of the occurrence of such Event of Default, unless such Event of Default shall have been cured or waived; *provided, however*, except in the case of an Event of Default arising out of a failure to pay the principal of, or premium, if any, or interest on any Bond or in the payment of any sinking fund installment, the Trustees shall be protected in withholding

such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers or both of the Corporate Trustee in good faith determines that the withholding of such notice is in the interests of the bondholders.

(b) In case an Event of Default has occurred and is continuing, the Trustees shall exercise such of the rights and powers vested in them by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) In making any determination pursuant to the provisions of this Indenture of Bonds outstanding, there shall be disregarded, in addition to Bonds disregarded pursuant to the definition of "outstanding" set forth in Article I hereof, Bonds owned by any Affiliate, except that for the purpose of determining whether the Trustees shall be protected in relying on any such direction or consent, only such Bonds which such Trustees know are so owned shall be so disregarded.

SECTION 17.10. None of the provisions of this indenture shall be construed as relieving the Trustees from liability for its or his own negligent action, negligent failure to act, or wilful misconduct, except that anything in this Indenture contained to the contrary notwithstanding:

(a) unless and until an Event of Default shall have happened and be continuing,

(1) the Trustees shall not be liable except for the performance of such duties as are specifically set out in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustees, whose duties and obligations shall be determined solely by the express provisions of this Indenture; and

(2) the Trustees may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustees, upon certificates or opinions furnished to them pursuant to the express provisions of and conforming to the requirements of this Indenture;

(b) the Corporate Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the

Corporate Trustee, unless it shall be proved that the Corporate Trustee was negligent in ascertaining the pertinent facts; and the Individual Trustee shall not be liable for any error of judgment made in good faith by him unless it shall be proved that he was negligent in ascertaining the pertinent facts; and

(c) neither of the Trustees shall be personally liable to any holder of Bonds or coupons or to any other person with respect to any action taken or omitted to be taken by it or him in good faith, in accordance with the direction of the holders of more than 50% in principal amount of the Bonds at the time outstanding determined as provided in Section 17.09(c) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustees or exercising any trust or power conferred upon the Trustees by this Indenture.

Section 17.11. The Company will cause each Paying Agent other than the Trustees to execute and deliver to the Corporate Trustee an instrument in which such Paying Agent shall agree with the Corporate Trustee that such Paying Agent will give the Corporate Trustee notice of any default by the Company in the making of any payment of principal of, or premium, if any, or interest on any of the Bonds.

Section 17.12. (a) If any provision of this Indenture limits, qualifies or conflicts with another provision hereof which is required to be included herein by any provision of the Trust Indenture Act of 1939, as in force at the date the Ninth Supplemental Indenture hereto was executed, such required provision shall control.

(b) For the purposes of this Article Seventeen only,

(1) "Company" means the Company and any other obligor on the Bonds;

(2) "independent" when used with respect to any specified person means such a person who (A) is in fact independent, (B) does not have any direct financial interest or any material indirect financial interest in the Company or in any Affiliate of the Company and (C) is not connected with the Company or any Affiliate of the Company as an officer, employee, promoter, underwriter, partner, director or person performing similar functions. Any certificate or opinion required by the provisions of this Indenture to be given by an independent engineer, appraiser or other expert shall state that the signer has read this definition and that the signer is independent within the meaning hereof; and

(3) all other terms used herein which are defined in the Trust Indenture Act of 1939, either directly or by reference therein, have the meanings assigned to them therein.

SECTION 3.02. Section 10.04 hereof is hereby amended by changing the word "earlier" in the last line of the first paragraph thereof to "later".

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 4.01. 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 Ninth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Ninth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 4.02. Morgan Guaranty Trust Company of New York and Bartlett Ford, the parties of the second part, hereby accept the trust in this Ninth 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 Ninth Supplemental Indenture and in the Bonds of Series G (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 Ninth Supplemental Indenture other than as set forth in the Original Mortgage.

SECTION 4.03. Nothing in this Ninth 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 Ninth 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 provi-

sions by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

SECTION 4.04. 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 4.05. This Ninth 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 Ninth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President and Chief Executive Officer 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 Ninth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Trust Officers, and its corporate

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seal to be affixed hereto 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 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



Bartlett Ford

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



Attesting Witness

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

On this 15th day of August in the year 1980 before me personally came R. C. Burton, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at 111 Kellogg Square, St. Paul, Minnesota; that he is the Vice President and Treasurer 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.

(Notarial Seal)

Maureen McShane
MAUREEN MCSHANE
Notary Public, State of New York
No. 01MC1643500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

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

On this 15th day of August in the year 1980 before me personally came R. E. Sparrow to me known, who, being by me duly sworn, did depose and say 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.

(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. 52-4620359
Commission Expires March 30, 1981

