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INTERSTATE COMMERCE COMMISSION

BURLINGTON NORTHERN RAILROAD COMPANY

TO

CITIBANK, N.A., AND JOHN J. FORD

Trustees.

SUPPLEMENTAL INDENTURE

Dated as of December 31, 1981

TO

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

FIRST AND REFUNDING MORTGAGE

Dated February 1, 1921

**Providing for the Subjection to the Lien
of the First and Refunding Mortgage, the Property
of The Colorado And Southern Railway Company (C&S)
by Reason of the Merger of C&S into
Burlington Northern Railroad Company**

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**Providing for the Subjection to the Lien
of the First and Refunding Mortgage, the Property
of The Colorado And Southern Railway Company (C&S)
by Reason of the Merger of C&S into
Burlington Northern Railroad Company**

THIS SUPPLEMENTAL INDENTURE, dated as of December 31, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY ("Railroad"), a Delaware corporation (formerly named Burlington Northern Inc.), corporate successor in interest and title by Merger to Chicago, Burlington & Quincy Railroad Company ("CB&Q"), and to The Colorado And Southern Railway Company ("C&S"), Successor Mortgagor in and under that certain Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage dated February 1, 1921, as supplemented ("First and Refunding Mortgage"), of which mortgage Citibank, N.A. and John J. Ford are Trustees, party of the first part, MORTGAGOR,

And

CITIBANK, N.A., a National Banking Association, incorporated and existing under the laws of the United States of America, successor in interest and trust to The First National Bank of the City of New York, to First National City Bank (subsequently named Citibank, N.A.), the Corporate Trustee, and JOHN J. FORD, successor in trust to Frazier L. Ford, George E. Porter, Jacob M. Ford II and Bartlett Ford, the Individual Trustee, (the Corporate and Individual Trustees collectively called "Trustees"), Successor Trustees in and under said First and Refunding Mortgage, parties of the second part, TRUSTEES,

WITNESSETH:

Chicago, Burlington & Quincy Railroad Company, as mortgagor, has heretofore made, executed and delivered to The First National Bank of the City of New York, and Frazier L. Ford, as Trustees, its First and Refunding Mortgage dated February 1, 1921, and supplements thereto dated, respectively, as of August 1, 1944, August 1, 1945 (two supplements), February 1, 1950, February 1, 1958, March 2, 1970 (two supplements) and as of May 14, 1981, under which First and Refunding Mortgage Bonds of several series have been issued and are now outstanding.

By one of the March 2, 1970 Supplemental Indentures, Burlington Northern Inc., as successor in interest and title by merger to Chicago, Burlington & Quincy Railroad Company, assumed and agreed to pay, perform and observe all of the mortgagors covenants and conditions contained in the First and Refunding Mortgage.

By the May 14, 1981 Supplemental Indenture, Burlington Northern Railroad Company, formerly named Burlington Northern Inc., in all respects ratified, confirmed and continued uninterrupted the assumption of obligations under the First and Refunding Mortgage made by Burlington Northern Inc., in the March 2, 1970 Supplemental Indenture.

There are 480,000 authorized and outstanding shares of the capital stock of every class of The Colorado And Southern Railway Company, divided into 85,000 shares of First Preferred stock, 85,000 shares of Second Preferred Stock and 310,000 shares of Common stock. Burlington Northern Railroad Company owns of record and equitably 64,217 shares or 75.55% of the First Preferred stock, 73,435 shares or 86.39% of the Second Preferred stock, and 306,695 shares or 98.93% of the Common stock, or 444,347 aggregate shares or 92.57% aggregate of all classes of the authorized and outstanding shares of C&S capital stock.

By Paragraph (1) of the Eighth Granting Clause of the First and Refunding Mortgage dated February 1, 1921, at the time of making said First and Refunding Mortgage, Chicago, Burlington & Quincy Railroad Company pledged as collateral with the Corporate Trustee 11,300 shares or 13.29% of the First Preferred stock, 60,787 shares or 71.51% of the Second Preferred stock, and 236,675 shares or 76.35% of the Common stock of The Colorado And Southern Railway Company, or 308,762 aggregate shares or 64.3% aggregate of all classes of the authorized, issued and outstanding shares of C&S capital stock.

Since the original pledge there have been additional deposits of C&S capital stock with the Corporate Trustee, and at the date hereof there is pledged as collateral under the First and Refunding Mortgage, 12,756 shares or 15.01% of the First Preferred stock, 61,421 shares or 72.26% of the Second Preferred stock, and 284,386 shares or 91.74% of the Common stock of The Colorado And Southern Railway Company, or 358,563 aggregate shares or 74.70% aggregate of all classes of the authorized, issued and outstanding shares of C&S capital stock.

Effective December 31, 1981, The Colorado And Southern Railway Company (C&S) was merged into and with Burlington Northern Railroad Company (Railroad), with Railroad the surviving corporation, the separate corporate existence of C&S terminating. Railroad desires to obtain the release from the lien of the First and Refunding Mortgage the pledged 12,756 shares of First Preferred stock, the pledged

61,421 shares of the Second Preferred stock, and the pledged 284,386 shares of the Common stock of C&S, and to obtain possession of said stock properly assigned for transfer, in order that said shares of stock might be cancelled, and desires to comply with the provisions of the First and Refunding Mortgage by executing and delivering to the Trustees this Supplemental Indenture subjecting certain described C&S properties, now owned and possessed by Railroad as a result of said merger, to the lien of the First and Refunding Mortgage, with the same force and effect as if expressly conveyed to the Trustees at the time of making the original First and Refunding Mortgage and subject to all the terms and provisions of the First and Refunding Mortgage, and to specify and describe any mortgage which is a lien upon any such property, and state the amount of bonds secured thereby which mortgage is hereafter to be regarded as part of the prior debt of the Railroad whenever prior debt is mentioned in the First and Refunding Mortgage.

All things necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

In consideration for the release, surrender and delivery by the Trustees to the Railroad the 12,756 shares of First Preferred stock, the 61,421 shares of the Second Preferred stock and the 284,386 shares of the Common stock of The Colorado And Southern Railway Company (C&S), which have heretofore been pledged as collateral with the Corporate Trustee, in accordance with Section 2, Article Twelve of the First and Refunding Mortgage, receipt of which by the Railroad is hereby acknowledged, and in order to further secure the payment of principal and interest of all Bonds at any time issued and outstanding under the First and Refunding Mortgage, and the performance and observance of the covenants and conditions set forth in the First and Refunding Mortgage, and in order to charge with such payment, performance and observance, those certain properties, hereinafter described of the former The Colorado And Southern Railway Company now owned and possessed by Railroad as a result of said merger, pursuant to Article Eleven of the First and Refunding Mortgage, the Railroad has executed and delivered to the Trustees this Supplemental Indenture, and has mortgaged, granted, bargained, sold, released, conveyed, assigned, transferred, pledged and set over, and by these presents Railroad does hereby mortgage, grant, bargain, sell, release, convey, assign, transfer, pledge and set over unto the Trustees, and to their successors in trust and assigns FOREVER in the State of Wyoming, Counties of Converse, Platte and Laramie; in the State of Colorado, Counties of Weld, Larimer, Boulder, Adams, Denver, Jefferson, Arapahoe, Douglas, El Paso, Pueblo, Huerfano, Las Animas, Lake and Summit; in the state of New Mexico, Counties of Colfax and Union, or in any or all of said counties, all right, title and interest of the Railroad in any manner now owned or possessed by Railroad as a result of the merger of C&S into Railroad, whether by virtue of the conveyances contained in that certain Agreement and Plan of Merger dated September 15, 1981, between C&S and Railroad, or otherwise, all and singular, the following properties, **SUBJECT ONLY TO THE PRIORITY AND SUPERIORITY OF THE LIEN OF THE GENERAL MORTGAGE OF THE COLORADO AND SOUTHERN RAILWAY COMPANY**, dated May 1, 1930, as supplemented of which C&S General Mortgage Citibank, N.A. is Trustee, under which C&S General Mortgage, by Supplemental Indenture dated December 31, 1981, Burlington Northern Railroad Company, as successor in interest and title by merger to The Colorado And Southern Railway Company, assumed and agreed to pay, perform and observe all of the mortgagor's covenants and conditions contained in said C&S General Mortgage, viz:

FIRST GRANTING CLAUSE

(a) **C&S MAIN LINE.** All and singular main lines of the former The Colorado And Southern Railway Company (C&S), hereinafter sometimes termed collectively "main line mileage"—being in the aggregate about 464.46 miles, now owned by Railroad as successor in interest and title by merger to C&S, including the following, to wit:

(1) Beginning at the southerly end of The Denver Union Terminal Railway Company's track in Wewatta Street, in the City and County of Denver, Colorado, at a point on the north line of the Official Channel of Cherry Creek, at Mile Post 0.27, measured from the center line of 17th Street, and running thence southerly to a connection with the joint main line of the former The Colorado And Southern Railway Company and the former Chicago, Burlington & Quincy Railroad Company, at Mile Post 0.52, a distance of about 0.25 mile;

(2) An undivided one-half interest in a main line railway, beginning at Mile Post 0.52, and running thence southerly along Wewatta Street, in the City and County of Denver, Colorado, to Mile Post 0.94, a distance of about 0.42 mile (the remaining undivided one-half interest in the line of railway just described formerly being owned by Chicago, Burlington & Quincy Railroad Company and now owned by Railroad);

(3) Beginning at Mile Post 0.94, and running thence in a southerly direction through the City and County of Denver, Colorado, to a connection with the line of The Atchison, Topeka and Santa Fe Railway Company in South Denver, a distance of about 3.02 miles;

(4) Beginning at a connection with the line of The Atchison, Topeka and Santa Fe Railway company at Pueblo Junction, in the City of Pueblo, Colorado, and running thence in a southerly direction to a connection with the joint main line of the former The Colorado And Southern Railway Company and The Atchison, Topeka and Santa Fe Railway Company at Mile Post 121.922, a distance of about 2.24 miles;

(5) An undivided one-half interest in a main line railway, beginning at Mile Post 121.922, and running thence southerly to Mile Post 122.452, a distance of about 0.53 mile (the remaining undivided one-half interest in the line of railway just described being owned by The Atchison, Topeka and Santa Fe Railway Company and being operated for the full joint and equal use of both companies);

(6) Beginning at Mile Post 122.452, last above mentioned, and running thence southerly to a connection with the joint main line of the former The Colorado And Southern Railway Company, and The Atchison, Topeka and Santa Fe Railway Company, at Mile Post 123.004, a distance of about 0.55 mile;

(7) Also an undivided one-half interest in a main line railway, beginning at Mile Post 123.004, last above mentioned, and running thence southerly to Mile Post 124.273, at Southern Junction, Colorado, a distance of about 1.27 miles (the remaining undivided one-half interest in the line of railroad just described being owned by The Atchison, Topeka and Santa Fe Railway Company and being operated for the full joint and equal use of both companies);

(8) Beginning at Mile Post 124.273, last above mentioned, at Southern Junction, Colorado, and running thence in a general southerly direction through the Counties of Pueblo and Huerfano to a connection with the main line of The Denver and Rio Grande Western Railroad Company at Walsenburg Junction, Colorado, a distance of about 46.57 miles;

(9) Beginning at a connection with a main line track of The Denver and Rio Grande Western Railroad Company at Walsenburg Junction, Colorado, (being the northwesterly main track of said last mentioned Company) and running thence southerly through the City of Walsenburg, and through the Counties of Huerfano and Las Animas to a point on the boundary line between the State of Colorado and the State of New Mexico, and continuing southeasterly through Union County, New Mexico, to a point on the boundary line between the States of New Mexico and Texas, at Sixela, New Mexico, a distance of about 176.37 miles;

(10) Beginning at the point of connection with the line of the former Chicago, Burlington & Quincy Railroad Company (now Railroad), at what is known as Prospect Junction, in the City and County of Denver, Colorado, and running thence in a general northwesterly direction through the City and County of Denver, and through the Counties of Adams, Jefferson and Boulder, to a connection with the line of Union Pacific Railroad Company in the City of Boulder, Colorado, a distance of about 29.76 miles;

(11) Beginning at a connection with the line of Union Pacific Railroad Company at Ara, in Boulder County, Colorado, and running thence northerly through the Counties of Boulder and Larimer to the City of Fort Collins; thence continuing northerly through the Counties of Larimer and Weld to a point on the boundary line between the State of Colorado and the State of Wyoming; thence northeasterly across Laramie County, Wyoming, to a point known as Cheyenne Junction in the City of Cheyenne, Wyoming, a distance of about 88.24 miles;

(12) Beginning at Mile Post 120.48 and running thence in a general northerly direction through the Counties of Laramie, Platte and Converse, Wyoming, to a connection with the line of Chicago and North Western Transportation Company, formerly Chicago and Northwestern Railway Company at Orin, Wyoming, a distance of about 151.54 miles; together with a track 0.12 miles in length connecting this line with the former line of Chicago, Burlington & Quincy Railroad Company at Wendover, Wyoming. (The portion of the line described in this item between Wendover and Orin, Wyoming, a distance of about 31.11 miles was formerly operated by Chicago, Burlington & Quincy Railroad Company and Railroad under lease prior to the merger of C&S into Railroad);

(13) An undivided one-half interest in a double track main line railway, beginning at the southerly end of the tracks of The Denver Union Terminal Railway Company in Wewatta Street, in the City and County of Denver, Colorado, at a point on the northerly line of the Official Channel of Cherry Creek, and running thence southerly to a point in the vicinity of 6th and Wazee Streets in

said City and County of Denver, a distance of about 0.52 mile, (the remaining undivided one-half interest in this double track being owned by The Denver and Rio Grande Western Railroad Company and the whole of said double track railway being operated for the full joint and equal use by both companies);

(14) Beginning at Clear Creek Junction in the City and County of Denver, Colorado, and running thence in a westerly direction through Adams County to Golden, in Jefferson County, Colorado, a distance of about 14.35 miles.

(b) *C&S BRANCH LINES.* All and singular the branch lines of the former The Colorado And Southern Railway—hereinafter sometimes termed collectively "branch line mileage" —having an aggregate length of about 78.74 miles, now owned by the Railroad as successor in interest and title by merger to C&S, including the following, to wit:

(1) Beginning at a point on the east line of Capitol Avenue in the City of Cheyenne, Wyoming, at the connection with the main line of the former Chicago, Burlington & Quincy Railroad Company (now Railroad); thence running in a westerly direction to a point in Reed Avenue, in said City of Cheyenne, known as Reed Avenue Junction, a distance of about 0.48 mile;

(2) An undivided one-half interest in a main line railway, beginning at said Reed Avenue Junction, in the City of Cheyenne, Wyoming, and running thence westerly through the said City to a point in the vicinity of Fort Francis E. Warren, Wyoming, at Mile Post 120.48 of said main line, a distance of about 1.86 miles (the remaining undivided one-half interest in the line of railway just described being owned by Union Pacific Railroad and being operated for the full joint and equal use of both companies);

(3) Beginning at Fort Collins, in Larimer County, Colorado, and running thence southeasterly through the town of Windsor to the City of Greeley, in Weld County, Colorado, a distance of about 24.54 miles;

(4) Beginning at Loveland in Larimer County, Colorado, and running thence westerly to Wilson Avenue in the northeast one quarter (NE 1/4) of Section 15, Township 5 North, Range 69 West of the 6th Principal Meridian, a distance of about 1.99 miles;

(5) Beginning at a connection with the main line of the former The Colorado And Southern Railway Company in Fort Collins in Larimer County, Colorado, and running thence northwesterly and northerly to a point in the northeast one quarter (NE 1/4) of Section 36, Township 10 North, Range 70 West of the 6th Principal Meridian, a distance of about 18.11 miles;

(6) Beginning at Black Hollow Junction, in Larimer County, Colorado, on the former The Colorado And Southern Railway Company's main line and running thence easterly to a point in the northeast quarter (NE 1/4) of Section 10, Township 7 North, Range 68 West of the 6th Principal Meridian in said county and state, a distance of about 2.35 miles;

(7) Various branch tracks in the Cities of Denver, Golden and Colorado Springs, Colorado not otherwise described having an aggregate mileage of about 9.73 miles. (0.90 miles of said tracks are operated by The Atchison, Topeka and Santa Fe Railway Company).

(c) Subject to the exceptions hereinafter mentioned, also any and all other lines of railway wherever located, and any interest therein owned by the Railroad as successor in interest and title to C&S, by virtue of said merger, or otherwise, at the date of the execution and delivery of this Supplemental Indenture.

(d) All and singular the main tracks, additional to first main track, now owned by the Railroad as successor in interest and title to C&S, by virtue of said merger, and used as part of or in connection with any of the aforesaid C&S main line mileage or branch line mileage or other lines of railway, the same having, at the time hereof, an aggregate length of about 2.25 miles.

(e) All and singular the spur tracks, industry tracks, yard tracks, side tracks, turnouts, passing tracks and shop and other tracks now owned by the Railroad as successor in interest and title to C&S, by virtue of said merger, and used, or provided for use, in connection with any of the said main line mileage or branch line mileage or other lines of railway, the same having, at the time hereof, an aggregate length of about 214.51 miles.

Together with all and singular the franchises, rights or privileges now or hereafter appurtenant to or used in connection with the lines of railway above mentioned, or any branch thereof.

EXCEPT FORMER NARROW-GAUGE RAILWAYS, CONVERTED TO STANDARD-GAUGE RAILWAYS

The Railroad, as successor in interest and title by merger to C&S hereby expressly excepts and reserves from the grant of this Supplemental Indenture all of its right, title and interest, however derived in and to the narrow-gauge lines of railway of the former C&S, as said lines are described in, and excepted from the lien of, the said C&S General Mortgage, reference to which is hereby made, irrespective of the fact that certain of said narrow-gauge lines of railway, since the date of said C&S General Mortgage, have been converted to standard-gauge railway, together with and including all lands, rights of way, roadbeds, terminals, improvements, fixtures, tracks, appurtenances, tenements and hereditaments, of whatsoever kind or description, now owned or hereafter acquired as appurtenant to or provided for some purpose incident to or connected with the use, maintenance, operation, construction or improvement of said excepted former narrow-gauge lines of railway now converted to standard-gauge railway; all rights under leases, operating or other contracts, grants, powers, franchises and privileges now or hereafter enjoyed, possessed for or in connection with the use, operation, maintenance, renewal, extension or improvement of the said excepted former narrow-gauge lines of railway now converted to standard-gauge; and all the rents, issues, profits, tolls or other income, now or hereafter arising therefrom, including, but not limited to the following, to wit:

(1) All of the part so remaining, approximately 15.27 miles in length (including main and additional trackage) of former narrow-gauge railway which has heretofore been converted to standard-gauge railway generally extending between Climax and Leadville, Colorado, in the Counties of Summit and Lake, which line of railway and the standard-gauge part thereof so remaining is included and described in, and excepted from the lien of, the C&S General Mortgage, by use of the language, words and figures as follows, viz:

“Beginning, at a point in the vicinity of the intersection of Sixth and Wazee Streets in the City and County of Denver, running thence in a general southerly and westerly direction through the City and County of Denver and the counties of Arapahoe, Jefferson, Douglas, Park, Summit and Lake, following the north fork of the South Platte River to Kenosha Summit, through the towns of Bufalo, Pine Grove, Grant and Webster, thence along the northerly edge of South Park to Como, thence over Boreas Pass to Breckenridge and Dickey, thence up Ten Mile Creek to Fremont Pass, and thence to the City of Leadville in said Lake County, a distance of about 151.25 miles;”

SECOND GRANTING CLAUSE

All appurtenances of the above described lines of C&S railway not hereinbefore expressly excepted and reserved, including the following, to wit:

All rights of way, station and depot grounds, all tunnels, roadbeds, spurs, double tracks, turnouts, switches, sidings, and turn tables, all superstructures, bridges, stringers, ties, rails, frogs, chairs, bolts, splices and other railway appurtenances, all telegraph and telephone lines, and rights to use the same, now existing or as the same may hereafter exist, including all poles, wires and instruments, all terminals and terminal properties, docks, wharves, ferries, landings and all lands, fixtures, structures and improvements, boats, all station houses, warehouses, freight houses, engine houses, car houses, water stations, water tanks, water supply, water treating plants, coaling stations, timber treating plants, machine shops, and other structures, all furniture, machinery, tools, implements, materials and supplies, now or hereafter owned by the Railroad as successor in interest and title to C&S by virtue of said merger, or otherwise, appurtenant to any of said main and other lines of railway and branches above described, and all tolls, revenues, earnings, income, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity, of the Railroad as successor in interest and title to C&S by virtue of said merger, or otherwise in and to the said railways, branches, premises and property, and every part and parcel thereof, with the appurtenances and the franchises appertaining or hereafter to appertain thereto.

THIRD GRANTING CLAUSE

Subject to the right of the Railroad as successor in interest and title to C&S by virtue of said merger, to be reimbursed for, and on account of, the cost or value thereof, as provided in Section 2 of Article Four of the C&S General Mortgage, and to the extent applicable, Section 6 of Article Three of the First and Refunding Mortgage, of all additions, improvements and betterments now or hereafter acquired or constructed to or upon or in connection with any and all lines of railway, extensions, branches, telegraph and telephone lines and lines of water transportation now or at any time hereafter subject to this Supplemental Indenture, any and all property, real or personal, of every kind and description, acquired for use upon, or in connection with, or for the purpose of, such lines of railway, extensions or branches, telegraph and telephone lines and lines of water transportation; and any and all corporate rights, privi-

leges and franchises which the Railroad as successor in interest and title to C&S by virtue of said merger, or otherwise now has, or hereafter may or shall acquire, possess or exercise or be entitled to exercise in, to, upon or in respect of such lines of railway, extensions or branches, telegraph and telephone lines and lines of water transportation or any part thereof, necessary for, or appertaining to, the construction, maintenance or operation of such lines of railway or any such extension or branch, telegraph and telephone lines and lines of water transportation or any part thereof; and any and all the rents, issues, profits, tolls and other income of such lines of railway, and of any and all such extensions, branches, telegraph and telephone lines and lines of water transportation; and also any and all the rights, privileges, franchises, properties, real or personal, rights and things, which the Railroad as successor in interest and title to C&S by virtue of said merger, or otherwise may or shall hereafter possess, or become entitled to possess, for the purposes of, or in connection with, such lines of railway or any such extension, branch, telegraph and telephone lines or lines of water transportation.

SUBJECT HOWEVER, in every event to the priority and superiority of the lien of the General Mortgage of The Colorado And Southern Railway Company, dated May 1, 1930, as supplemented, of which General Mortgage Citibank, N.A., is Trustee, as aforesaid, and SUBJECT HOWEVER, in every event to all the applicable terms and conditions, stipulations and provisions in said First and Refunding Mortgage in such case made and provided to the same extent and effect as if the property mortgaged and conveyed to the Trustees hereby had been originally included in said First and Refunding Mortgage.

TO HAVE AND TO HOLD the properties hereby conveyed unto the Trustees, their successors in trust, and their assigns forever, but in trust nevertheless for the uses and purposes set forth in the said First and Refunding Mortgage, as heretofore and hereafter supplemented and amended, and to all other rights, liens, charges and claims existing at the date of execution of this Supplemental Indenture upon and against the properties hereby pledged, conveyed and assigned, or intended so to be;

BUT IN TRUST, NEVERTHELESS, for the equal, proper and proportionate benefit and security, severally and respectively, of all and every the present and future holders of any and every Bond issued under and secured by the First and Refunding Mortgage, as well all those presently issued as all hereafter issued in addition thereto or by way of substitution or exchange, in accordance with the terms of the First and Refunding Mortgage; it being the intention of this Supplemental Indenture that the First and Refunding Mortgage shall become and be a lien on the property hereby pledged, conveyed and assigned with the same force and effect as if expressly conveyed to the Trustees at the time of making the Original First and Refunding Mortgage, and subject to all the provisions thereof, and that the holders of the Bonds issued under the First and Refunding Mortgage shall always have as full and complete a lien upon such property as that created by the pledge heretofore of the aforesaid described shares of Capitol Stock of C&S to the Trustees under the First and Refunding Mortgage.

And the parties hereto do hereby agree that all mortgaged and pledged properties and franchises are to be held by the Trustee subject to the following further provisions:

ARTICLE ONE

Prior Debt of The Colorado And Southern Railway Company

The mortgage of C&S prior in lien priority to the lien of the First and Refunding Mortgage upon the Railroad and real property conveyed by the Railroad to the Trustees by this Supplemental Indenture, and the principal amount of the bonds secured thereby, is as follows:

The Colorado And Southern Railway Company's General Mortgage dated May 1, 1930, between C&S and Citibank, N.A., as Trustee (successor to The First National Bank Of The City of New York), in the original principal amount of \$20,918,000, originally secured by \$20,918,000 principal amount of General Mortgage Bonds 4 1/2% Series A. At the date of this Supplemental Indenture, there are issued and outstanding \$14,028,500 principal amount of said 4 1/2% Series A General Mortgage Bonds, entire mortgage principal balance due May 1, 1990, all of said issued and outstanding mortgage bonds held by Fort Worth And Denver Railway Company (a wholly-owned subsidiary of Railroad).

ARTICLE TWO

Concerning the Trustees

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this

Supplemental Indenture against the Trustees. In general, each and every term and condition contained in Article Thirteen of the First and Refunding Mortgage concerning the Trustees shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

Execution in Counterparts

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original; all of such counterparts shall together constitute but one and the same instrument. In order to facilitate the filing and recording of this Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the certificate and signature of an Assistant Secretary issued under the seal of the Railroad, and when so exemplified the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

ARTICLE FOUR

Construed With First and Refunding Mortgage

This is a Supplemental Indenture to the First and Refunding Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the First and Refunding Mortgage, as heretofore supplemented, and each of the covenants and obligations of Burlington Northern Railroad Company herein contained shall be subject to the provisions of the First and Refunding Mortgage as so supplemented.

IN WITNESS WHEREOF, BURLINGTON NORTHERN RAILROAD COMPANY, party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by C. C. ROBERTS, one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. MORIN, an Assistant Secretary; and CITIBANK, N.A., the Corporate Trustee, one of the parties of the second part, has caused this Supplemental Indenture to be signed and acknowledged by R. E. JOHNSON, one of its Senior Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by R. BALEKDJIAN, a Trust Officer, and JOHN J. FORD, the Individual Trustee, the other party of the second part has hereunto set his hand and seal, all as of the day and year first above written.

Attest:

BURLINGTON NORTHERN RAILROAD
COMPANY

/s/ R. J. Morin

/s/ C. C. Roberts

R. J. MORIN
Assistant Secretary

C. C. ROBERTS
Vice President

(Impression of the
Corporate Seal of
Burlington Northern
Railroad Company)

Attest:

CITIBANK, N.A., As Corporate
Trustee

/s/ R. Balekdjian

/s/ R. E. Johnson

R. BALEKDJIAN
Trust Officer

R. E. JOHNSON
Senior Trust Officer

(Impression of the
Corporate Seal of
Citibank, N.A.)

/s/ John J. Ford

JOHN J. FORD
As Individual Trustee

STATE OF MINNESOTA

COUNTY OF RAMSEY—ss.

On this 31st day of December, 1981, before me, personally appeared C. C. ROBERTS and R. J. MORIN, to me personally known to be a Vice President and an Assistant Secretary, respectively, of BURLINGTON NORTHERN RAILROAD COMPANY, one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, County of Ramsey, State of Minnesota, the day and year first above written.

/s/ Lucille M. Cairl

(Notarial Seal)

Lucille M. Cairl
Notary Public, Washington County,
Minnesota
My Commission Expires: April 17, 1985
Business Address: 176 East Fifth Street
St. Paul, Minnesota 55101

STATE OF NEW YORK
COUNTY OF NEW YORK
CITY OF NEW YORK—ss.

On this 15th day of January, 1982, before me, personally appeared R. E. JOHNSON and R. BALEKDJIAN, to me personally known to be a Senior Trust Officer and a Trust Officer, respectively, of CITIBANK, N.A., one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year first above written.

/s/ Enzo L. Carbocci

(Notarial Seal)

Enzo L. Carbocci
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Cert. filed in New York County
Term Expires: March 30, 1982
Business Address: 5 Hanover Square,
New York, New York 10043

STATE OF MISSOURI

COUNTY OF BUCHANAN—ss.

I, Constance J. Smith, Notary Public in and for the said County, in the State aforesaid, do hereby certify that JOHN J. FORD, the Individual Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 18th day of January, A.D. 1982.

/s/ Constance J. Smith

(Notarial Seal)

Constance J. Smith, Notary Public
Buchanan County Missouri
My Commission Expires May 24, 1982
Business Address: First National Bank,
Fourth and Felix, St. Joseph, MO 64501

Mortgage Registration Tax due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern
Railroad Company
Attn: Director of
Property Management
176 East Fifth Street
St. Paul, Minnesota 55101

Citibank, N.A., as Trustee
Attn: Corporate Trust Office
5 Hanover Square
New York, New York 10043

John J. Ford
First National Bank
Fourth and Felix
St. Joseph, Missouri 64501

This instrument was drafted by:

Robert L. Bartholic
Vice President-Law
Glacier Park Company
Burlington Northern Railroad
Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252