



BURLINGTON NORTHERN RAILROAD

LAW DEPARTMENT

14960

REGISTRATION NO. Filed 1425

3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102

(817) 878-2362

May 12, 1986 **MAY 16 1986 - 10 30 AM**

14960

INTERSTATE COMMERCE COMMISSION

MAY 16 1986 - 10 30 AM

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Date _____
Per _____
ICC Washington, D.C.

Attention: Ms. Mildred Lee (Room 2303)

Re: Document for Recordation: Collateral Trust Indenture
Between Northern Pacific Railway Company and the
First National Bank of the City of New York, Dated
October 1, 1954

Document for Recordation: Supplemental Indenture to
the Northern Pacific Railway Company Collateral Trust
Indenture of 1954

Dear Ms. Lee:

Enclosed is an original and one copy of each of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The first document is the Collateral Trust Indenture between Northern Pacific Railway Company and the First National Bank of the City of New York. It is a primary document and is dated October 1, 1954. The names and addresses of the parties to this document are as follows:

Trustee: First National Bank of the City of New York (Now Citibank, N.A.)
Five Hanover Square
New York, New York 10043

Principal & Guarantor: Northern Pacific Railway Company
(Now Burlington Northern Railroad Company)
Continental Plaza
777 Main Street
Fort Worth, Texas 76102

No equipment is covered by this document.

A short summary of this document to appear in the index follows:

A Collateral Trust Indenture between Northern Pacific Railway Company and the First National Bank of the City of New York securing the issuance of Collateral Trust 4% Bonds, due October 1, 1984, by Northern Pacific Railway Company.

The second document is a Supplemental Indenture to the Northern Pacific Railway Company Collateral Trust Indenture of 1954. It is a secondary document and is dated March 2, 1970. This document is connected to the primary document referenced above. The names and addresses of the parties to this document are as follows:

Trustee: First National City Bank
(Now Citibank, N.A.)
Five Hanover Square
New York, New York 10043

Principal & Guarantor: Burlington Northern Inc.
(Now Burlington Northern Railroad Company)
Continental Plaza
777 Main Street
Fort Worth, Texas 76102

No equipment is covered by this document.

A short summary of this document to appear in the index follows:

Supplemental Indenture to the Northern Pacific Railway Company Collateral Trust Indenture of 1954 providing for the assumption of the obligations by Burlington Northern Inc. by reason of merger of the Northern Pacific Railway Company.

A check in the amount of \$20.00 is enclosed to cover the filing fee. Please return the originals and any extra copies not needed by the Commission for recordation to Mark E. Southerst, Attorney, Burlington Northern Railroad Company, 3800 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102.

Ms. Mildred Lee

-3-

May 12, 1986

Once the above-referenced documents have been recorded, the Satisfaction, Discharge and Release of the Collateral Trust Indenture of 1954 forwarded to the Commission by my letter dated May 6, 1986, can be recorded as a secondary document connected to the documents enclosed herewith.

Very truly yours,



Mark E. Southerst
Attorney

MES/rrm/da,12

Enclosures

14960 / X

REGISTRATION NO. _____ Filed 1425

MAY 16 1986 10 30 AM

INTERSTATE COMMERCE COMMISSION

Executed in 55 Counterparts
of which this is No. 53

BURLINGTON NORTHERN INC.

TO

FIRST NATIONAL CITY BANK,

Trustee.

SUPPLEMENTAL INDENTURE

Dated March 2, 1970

TO

NORTHERN PACIFIC RAILWAY COMPANY
COLLATERAL TRUST INDENTURE

Dated October 1, 1954

Providing for Assumption of Obligations
by Reason of Merger of Northern Pacific Railway Company.

THIS SUPPLEMENTAL INDENTURE, dated March 2, 1970, between Burlington Northern Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "New Company"), party of the first part, and First National City Bank (successor by merger to The First National Bank of the City of New York), a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called the "Trustee"), party of the second part;

WITNESSETH :

WHEREAS, Northern Pacific Railway Company (hereinafter called the "Old Company") on the first day of October, 1954, did make, execute and deliver to The First National Bank of the City of New York, Trustee, a certain indenture, known as its Collateral Trust Indenture (hereinafter called the "Indenture"), to secure the payment of the principal of, premium, if any, and interest on \$52,000,000 aggregate principal amount of its Collateral Trust 4% Bonds, due October 1, 1984 (hereinafter called the "Bonds"); and

WHEREAS, to secure the Bonds, there were pledged to and hypothecated with the Trustee \$78,000,000 aggregate principal amount of the Old Company's Refunding and Improvement Mortgage 4% Bonds, Series E, dated July 1, 1945, due July 1, 2047 (hereinafter called the "Refunding and Improvement Bonds"), issued under and pursuant to the Old Company's Refunding and Improvement Mortgage dated July 1, 1914, as supplemented (hereinafter called the "Refunding and Improvement Mortgage"); and

WHEREAS, there are as of the date of this Supplemental Indenture issued and outstanding \$32,500,000 aggregate principal amount of Bonds, of which \$2,078,000 aggregate principal amount of Bonds are held in the treasury of the New Company; and

WHEREAS, to secure the Bonds, there are as of the date of this Supplemental Indenture pledged to and hypothecated with the

Trustee \$58,500,000 aggregate principal amount of Refunding and Improvement Bonds; and

WHEREAS, the Interstate Commerce Commission has approved and authorized a merger of the Old Company, Great Northern Railway Company and Pacific Coast R. R. Co. into the New Company pursuant to an agreement of merger dated as of January 26, 1961, which agreement provides, among other things, for the assumption by the New Company of the Old Company's obligations; and

WHEREAS, the merger so provided for is being consummated contemporaneously with the execution of this Supplemental Indenture; and

WHEREAS, it is desired to amend the Indenture to provide expressly for the assumption of the obligations of the Old Company by the New Company; and

WHEREAS, the Interstate Commerce Commission has also approved and authorized a merger of the Chicago, Burlington & Quincy Railroad Company (hereinafter called the "Burlington") into the New Company, pursuant to an agreement of merger dated as of January 26, 1961; and

WHEREAS, it has been determined that prior to or simultaneously with the merger of Burlington into the New Company the Refunding and Improvement Mortgage be fully satisfied and discharged; and

WHEREAS, it is therefore necessary to secure from the Trustee the release of all Refunding and Improvement Bonds pledged under the Indenture; and

WHEREAS, it is therefore further desired to amend the Indenture to provide that there be pledged in substitution for said pledged Refunding and Improvement Bonds the New Company's Consolidated Mortgage 4% Bonds, Series A, Due 1984 (hereinafter called the "Consolidated Mortgage Bonds") to be issued under and pursuant to the Consolidated Mortgage (hereinafter called the

“Consolidated Mortgage”) between the New Company and Morgan Guaranty Trust Company of New York and Jacob M. Ford II, as Trustees, in an aggregate principal amount equal to the aggregate principal amount of Refunding and Improvement Bonds pledged under the Indenture at the time of such substitution; and

WHEREAS, the Interstate Commerce Commission has authorized the issuance and pledge of said Consolidated Mortgage Bonds as aforesaid; and

WHEREAS, the Indenture makes no provision for the voting of Pledged Bonds or for the taking of other action with respect thereto; and

WHEREAS, the Consolidated Mortgage contains provision for bondholders' meetings and for other actions which may be required to be taken by holders of bonds issued pursuant thereto; and

WHEREAS, it is desired to amend the Indenture to provide for the taking of action by the Trustee in respect of pledged Consolidated Mortgage Bonds in accordance with instructions of holders of outstanding Bonds; and

WHEREAS, in connection with said substitution as above provided it is desired also to amend the Indenture to eliminate certain of the provisions thereof, as hereinafter set forth; and

WHEREAS, all things necessary to authorize said assumption by the New Company, substitution of pledged collateral and said other amendments and to make this Supplemental Indenture when executed by the parties hereto a valid and binding amendment to the Indenture, including all necessary action by holders of outstanding Bonds and all necessary action by the Interstate Commerce Commission, have been done and performed;

Now, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10) paid by the Trustee to the New Company, receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE

The New Company hereby assumes the due and punctual payment of the principal of (and premium, if any) and interest on all the Bonds, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture, as hereby supplemented and modified, to be performed by the Old Company, so that in accordance with the provisions of Section 11.02 of ARTICLE ELEVEN of the Indenture, the New Company shall succeed to and be substituted for the Old Company, with the same effect as if it had been named in the Indenture as the party of the first part thereto.

ARTICLE TWO

SECTION 1. At any time after execution and delivery of this Supplemental Indenture by the New Company and the Trustee, the New Company may sell, assign, transfer and set over, and pledge to and hypothecate with, the Trustee, in substitution for and in lieu of pledged Refunding and Improvement Bonds, Consolidated Mortgage Bonds in an aggregate principal amount equal to the aggregate principal amount of Refunding and Improvement Bonds then pledged with the Trustee. Delivery of the substituted Consolidated Mortgage Bonds shall be accompanied by a certified resolution of the Board of Directors authorizing the pledge of Consolidated Mortgage Bonds in substitution for Refunding and Improvement Bonds and a favorable Opinion of Counsel with respect to the validity and lien of the Consolidated Mortgage and the Consolidated Mortgage Bonds so substituted. Upon delivery to the Trustee of the Consolidated Mortgage Bonds and certified resolution and Opinion of Counsel, as above provided, the Trustee shall surrender to the Trustee of the Refunding and Improvement Mortgage all Refunding and Improvement Bonds then pledged under the Indenture for cancellation of the same.

SECTION 2. The Indenture is hereby amended in the following respects:

- (a) The term "Pledged Bonds" as defined in Section 1.01 of ARTICLE ONE of the Indenture and as used elsewhere in the

Indenture shall, from and after the substitution of Consolidated Mortgage Bonds for Refunding and Improvement Bonds as above provided, mean the Consolidated Mortgage Bonds pledged from time to time under the Indenture as hereby supplemented.

(b) Section 4.05 of ARTICLE FOUR of the Indenture is hereby deleted.

(c) Sections 5.04 and 5.05 of ARTICLE FIVE of the Indenture are hereby deleted.

ARTICLE THREE

Whenever the consent of the Trustee in its capacity as holder of pledged Consolidated Mortgage Bonds is solicited by either the New Company or the Corporate Trustee under the Consolidated Mortgage with respect to any action to be taken pursuant to ARTICLE FOURTEEN of the Consolidated Mortgage by holders of outstanding Consolidated Mortgage Bonds, or the Trustee receives notice of a meeting of bondholders under the Consolidated Mortgage, or the Trustee is requested in its capacity as holder of pledged Consolidated Mortgage Bonds by either the New Company or the Corporate Trustee under the Consolidated Mortgage to take any other action, including, without limitation, the making of any demand or request, or the giving of any notice, consent or waiver pursuant to ARTICLES SEVEN, TEN, FOURTEEN or FIFTEEN of the Consolidated Mortgage, then the Trustee shall give or withhold such consent, cast such vote or take such other action (all of which acts are hereinafter collectively referred to as "taking action" or "to take action"), with respect to an aggregate principal amount of pledged Consolidated Mortgage Bonds equal to the aggregate principal amount of Bonds then outstanding (unless and until an Event of Default as defined in the Indenture shall have occurred and be continuing, in which event with respect to all pledged Consolidated Mortgage Bonds), in accordance with the instructions or directions of holders of such outstanding Bonds, all in the manner provided in and in accordance with the provisions of this ARTICLE THREE of this Supplemental Indenture:

(a) In accordance with Section 9.03 of the Consolidated Mortgage, the Trustee shall, unless and until an Event of Default as defined in the Indenture shall have occurred and be continuing, take no action pursuant to this ARTICLE THREE in respect of a principal amount of pledged Consolidated Mortgage Bonds in excess of the principal amount of Bonds outstanding as of the date upon which the meeting of bondholders hereinbelow provided for shall take place.

(b) Whenever pursuant to this ARTICLE THREE the Trustee is requested to take action or receives notice that action is to be taken in respect of pledged Consolidated Mortgage Bonds, the Trustee shall call a meeting of bondholders in accordance with the procedures set forth in ARTICLE NINE of the Indenture, for the purpose of affording to each holder of an outstanding Bond or Bonds the right to instruct or direct the Trustee as to the manner in which the Trustee is to take action in respect of an aggregate principal amount of pledged Consolidated Mortgage Bonds equal to the aggregate principal amount of Bonds held by such holder as of the date of such bondholders' meeting, with the same effect as if such holder of outstanding Bonds were in lieu thereof a holder directly of Consolidated Mortgage Bonds in an aggregate principal amount equal to the aggregate principal amount of Bonds held by him. If an Event of Default as defined in the Indenture shall have occurred and be continuing, each such holder shall have the right to instruct or direct the Trustee as to the manner in which the Trustee is to take action in respect of an aggregate principal amount of pledged Consolidated Mortgage Bonds which shall bear the same ratio to the aggregate principal amount of all pledged Consolidated Mortgage Bonds as the principal amount of Bonds held by such holder bears to the principal amount of all Bonds outstanding.

(c) Such bondholders' meeting shall be called for a date sufficiently in advance of the date upon which the Trustee is required to take action in respect of the pledged Consolidated Mortgage Bonds so as to permit the Trustee to take such action.

(d) The notice to bondholders required to be given pursuant to Section 9.02 of ARTICLE NINE of the Indenture shall set forth in general terms the action requested to be taken by the Trustee as the holder of pledged Consolidated Mortgage Bonds.

(e) Each vote to which a bondholder or proxy is entitled under Section 9.05 of ARTICLE NINE of the Indenture and which is cast at such bondholders' meeting shall be accepted by the Trustee as an instruction or direction to the Trustee as to the manner in which the Trustee is to take action in respect of \$1,000 principal amount of pledged Consolidated Mortgage Bonds. If an Event of Default as defined in the Indenture shall have occurred and be continuing, each such vote shall be accepted by the Trustee as an instruction or direction to the Trustee as to the manner in which the Trustee is to take action in respect of a principal amount of pledged Consolidated Mortgage Bonds which shall bear the same ratio to the principal amount of all pledged Consolidated Mortgage Bonds as \$1,000 principal amount of Bonds bears to the principal amount of all Bonds outstanding.

(f) The Trustee shall take no action pursuant to this ARTICLE THREE in respect of an aggregate principal amount of pledged Consolidated Mortgage Bonds equal to (or, if an Event of Default as defined in the Indenture shall have occurred and be continuing, proportionate to) the aggregate principal amount of outstanding Bonds which were not present or represented at said bondholders' meeting or in respect of which no vote instructing or directing the Trustee was cast.

(g) In the event that Bonds which were outstanding as of the date of the bondholders' meeting herein provided for and in respect of which the Trustee shall have received instructions or directions shall no longer be outstanding as of the date the Trustee takes action, then and in such event the Trustee shall take no action as to pledged Consolidated Mortgage Bonds in respect of which such instructions or directions by holders of Bonds which are no longer outstanding shall have been received.

(h) The New Company hereby covenants that so long as the Trustee holds pledged Consolidated Mortgage Bonds it will send or cause to be sent to the Trustee notices and other material in respect of Consolidated Mortgage Bonds to the same extent as if the Trustee were the registered holder of such pledged Consolidated Mortgage Bonds, even though the pledged Consolidated Mortgage Bonds are held by the Trustee in bearer form.

(i) The New Company hereby agrees that it shall furnish to the Trustees of the Consolidated Mortgage from time to

time all certificates and other documents required under the provisions of Section 9.03 of the Consolidated Mortgage.

(j) For the purposes of this ARTICLE THREE Bonds shall not be deemed to be outstanding unless they are deemed to be outstanding under the provisions of Section 8.03 of the Indenture.

(k) All of the provisions of ARTICLE NINE of the Indenture shall apply to actions taken by the Trustee pursuant to this ARTICLE THREE of this Supplemental Indenture, to the extent not inconsistent therewith.

ARTICLE FOUR

SECTION 1. Except as hereby expressly amended, the Indenture is in all respects ratified and confirmed and all the terms and conditions thereof shall be and remain in full force and effect.

SECTION 2. The Trustee 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 the New Company or for or in respect of the recitals contained herein, all of which recitals are made by the New Company solely. No implied covenant or obligation shall be read into this Supplemental Indenture against the Trustee but the duties and the obligations of the Trustee shall be determined solely by the express provisions of this Supplemental Indenture. The Trustee makes no representations with respect to, and shall not be responsible for, the value, validity or genuineness of the Consolidated Mortgage or the Consolidated Mortgage Bonds to be substituted, the title of the New Company to said Consolidated Mortgage Bonds or the security afforded thereby or by the Indenture as supplemented and amended by this Supplemental Indenture.

SECTION 3. This is a Supplemental Indenture to the Indenture and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Indenture and each of the covenants and obligations of the New Company contained herein shall be, except as herein otherwise provided, subject to the provisions of the Indenture.

SECTION 4. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but

such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Burlington Northern Inc., the party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or President or one of its Vice Presidents, and its corporate seal to be fixed hereunto and the same to be attested by its Secretary or an Assistant Secretary; and First National City Bank, the party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by one of its Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by one of its Assistant Trust Officers, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

Attest:

[Signature]
.....
Assistant Secretary

By *[Signature]*
Vice President

FIRST NATIONAL CITY BANK,
as Trustee as aforesaid

Attest:

[Signature]
.....
Assistant Trust Officer

By *[Signature]*
Trust Officer

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

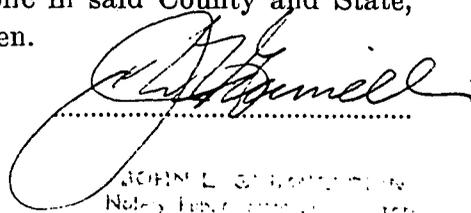
[Signature]
.....
[Signature]
.....
Attesting Witnesses

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

I, JOHN L. GRIMMELBEIN, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 2nd day of March, 1970, personally appeared before me J. A. TAUER and F. A. DEMING, personally known to me and personally known to me to be a Vice President and an Assistant Secretary, respectively, of Burlington Northern Inc., one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. TAUER resides at 1847 Stanford Avenue, St. Paul, Minnesota, and that the said F. A. DEMING resides at 1362 Eldridge Avenue W., St. Paul, Minnesota; that said J. A. TAUER is Vice President and said F. A. DEMING is Assistant Secretary of Burlington Northern Inc., a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

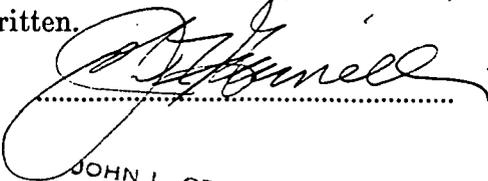


JOHN L. GRIMMELBEIN
 Notary Public in and for the State of New York
 No. 300322
 Qualified in Platteau County
 Certificate Expires July 31, 1971
 Term Expires June 30, 1971

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

I, JOHN L. GRIMMELBEIN, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 2nd day of March, 1970, personally appeared before me B. A. POWELL and E. J. JAWORSKI, personally known to me and personally known to me to be a Trust Officer and an Assistant Trust Officer, respectively, of First National City Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Trust Officer and Assistant Trust Officer, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said B. A. POWELL resides at 18 Rose Terrace, Chatham, New Jersey, and that the said E. J. JAWORSKI resides at 65 Titus Avenue, Staten Island, New York; that said B. A. POWELL is Trust Officer and said E. J. JAWORSKI is Assistant Trust Officer of First National City Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Trust Officer and Assistant Trust Officer in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.



(Notarial Seal)

JOHN L. GRIMMELBEIN
Notary Public, State of New York
No. 30-6575350
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1970