Partial For Release of Annexed Mortgage See Mortgage Record 102 Page 312

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Second Supplemental Indenture

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

TO

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

AND

FRAZIER L. FORD

TRUSTEES

DATED AS OF AUGUST 1, 1945

SUPPLEMENTAL TO FIRST AND REFUNDING MORTGAGE

DATED FEBRUARY 1, 1921

THE GUNTHORP-WARREN PRINTING COMPANY, 210 WEST JACKSON, CHICAGO

#2287

INDEXED IN CHATTEL MORTGAGE INDEX No. 23

STATE OF IOWA } SS.
MADISON COUNTY }
Filed for record the 9 day of May
A. D. 1946 at 4:58 o'clock P M
Recorded in book 98 D on page 1 +
Pearl E. Shetterly Recorder
_______ Deputy

Fee #12.50

25pgs

I ✓
S

Ind. ✓
Rec.
Page ✓
C.M. ✓

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of August 1, 1945, between Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, hereinafter called the "Railroad Company", party of the first part, and The First National Bank of the City of New York, a corporation created and existing under the laws of the United States, hereinafter called the "Corporate Trustee" and Frazier L. Ford, a citizen of the State of Missouri, hereinafter called the "Individual Trustee", the Corporate Trustee and the Individual Trustee, collectively, being hereinafter called the "Trustees", parties of the second part.

Whereas, a certain First and Refunding Mortgage dated February 1, 1921, hereinafter called the "Mortgage", has been heretofore executed and acknowledged by the Railroad Company and the Trustees; and

Whereas, the Railroad Company and the Trustees entered into a Supplemental Indenture to the Mortgage, dated as of August 1, 1944, evidencing the terms and provisions, including redemption and sinking fund provisions, of the series of bonds issued under the Mortgage known as the Series of 1974, $40,000,000 principal amount of which were issued; and

Whereas, the Railroad Company and the Trustees entered into a Supplemental Indenture to the Mortgage, dated as of August 1, 1945, evidencing the terms and provisions, including redemption and sinking fund provisions, of the series of bonds issued under the Mortgage known as the Series of 1985 Bonds, $65,000,000 principal amount of which were issued; and

Whereas, the Railroad Company has by proper corporate action authorized the issuance and sale of an additional series of bonds under said Mortgage to be known as its First and Refunding Mortgage Series of 1970 2⅞% Bonds, due August 1, 1970, hereinafter referred to as the "Series of 1970 2⅞% Bonds" in the principal amount of $49,765,000; and

Whereas, Article Eleven of the Mortgage provides that the Railroad Company, when authorized by resolution of its Board of Directors, and the Trustees, from time to time and at any time, may enter into an indenture supplemental thereto and which thereafter shall form a part thereof and be binding upon the holders of all bonds then outstanding or which may thereafter be outstanding thereunder, for purposes necessary or desirable and not inconsistent with the Mortgage; and

WHEREAS, the Series of 1970 $2\frac{7}{8}\%$ Bonds are to be entitled to the benefits of a sinking fund as hereinafter provided; and

WHEREAS, the Railroad Company desires, by this Supplemental Indenture, to evidence the terms and provisions, including redemption and sinking fund provisions, as determined by its Board of Directors, of the Series of 1970 $2\frac{7}{8}\%$ Bonds, all as more fully herein set forth; and

WHEREAS, all acts and things prescribed by law and by the charter and the by-laws of the Railroad Company to authorize the execution and delivery of these presents have been duly performed and complied with; and

WHEREAS, the forms of the Series of 1970 $2\frac{7}{8}\%$ Bonds in coupon form, of the coupons to be attached thereto, of the Series of 1970 $2\frac{7}{8}\%$ Bonds in registered form and of the Trustee's certificate to be endorsed on the Series of 1970 $2\frac{7}{8}\%$ Bonds are to be severally and respectively substantially as follows:

[FORM OF COUPON BOND]

No.............................. $1,000

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

FIRST AND REFUNDING MORTGAGE SERIES OF 1970 $2\frac{7}{8}\%$

COUPON BOND

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY (hereinafter called the "Railroad Company"), a corporation of the State of Illinois, for value received, hereby promises to pay to bearer, or, if this bond be registered, then to the registered holder hereof, on the first day of August, 1970, at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, State of New York, the sum of One Thousand Dollars 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, in like coin or currency, interest thereon from August 1, 1945, at the rate of $2\frac{7}{8}$ per cent per annum, such interest to be payable at such office or agency, semi-annually on the first day of February and on the first day of August in each year until the payment of said principal sum, but only upon presentation and surrender of the coupons therefor hereto attached as they severally mature. This Series of 1970 $2\frac{7}{8}$% Bond is one of the First and Refunding Mortgage Bonds (coupon and registered) of the Railroad Company, issued and to be issued in one or more series under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated February 1, 1921, duly executed by the Railroad Company to The First National Bank of the City of New York, a corporation of the United States of America, and Frazier L. Ford, as Trustees, to which indenture and any and all supplements thereto, reference is hereby made for a description of the railroads, properties and franchises mortgaged or pledged to said Trustees, or their successors, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustees in respect of such security. At any time the authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railroad Company or of a successor corporation (as such prior debt is defined in the indenture aforesaid) after deducting therefrom the bonds then reserved under the provisions of said indenture to retire prior debt before, at or after maturity, shall be equal to three times the par value of the then outstanding fully paid capital stock of the Railroad Company or of a successor corporation. In case of certain defaults specified in said indenture, the principal of all such bonds may be declared and may become due and payable in the manner and with the effect provided in said indenture. As provided in the Second Supplemental Indenture dated as of August 1, 1945, the Railroad Company covenants that, as and for a sinking fund, it will pay to the Corporate Trustee, on or before the first day of May in each calendar year from 1946 to 1969, inclusive, $248,825 to be used by said Trustee for the purchase of Series of 1970 $2\frac{7}{8}$% Bonds, or for the redemption thereof at the applicable sinking fund redemption prices hereinafter set forth. At its option, the Railroad Company, in lieu of making all or part of any sinking fund payment in cash, may surrender to the Corporate Trustee, and said Trustee will accept at the amount paid therefor by the Railroad Company, but not in excess of the then applicable sinking fund redemption price, Series of 1970 $2\frac{7}{8}$% Bonds acquired by the Railroad Company, either canceled or uncanceled (except bonds retired by operation of the sinking fund). Series of 1970 $2\frac{7}{8}$%

Bonds to be redeemed will be determined by the Corporate Trustee by lot, in such manner as said Trustee deems proper. When such bonds have been redeemed and paid off by said Trustee, they shall be cancelled by the Trustee and returned to the Railroad Company. The Railroad Company will provide the Corporate Trustee, in addition to the amounts or bonds required for the sinking fund, with the amounts necessary to pay any accrued interest and brokerage commissions and the Trustee's charges and expenses.

As provided in said indenture, said Second Supplemental Indenture and in the resolution creating this series, upon notice published in a newspaper in the Borough of Manhattan, City and State of New York, at least once in each week for nine successive weeks next preceding said first day of February or August, first publication to be not less than sixty (60) days before the redemption date, all or any part of the Series of 1970 $2\frac{7}{8}\%$ Bonds may be redeemed at the option of the Railroad Company on any interest date at the following redemption prices (expressed in percentages of the principal amount), together with accrued interest to the date of redemption:

When redeemed for purposes other than the sinking fund, the redemption prices shall be:

FROM	TO	%
Aug. 1, 1945	July 31, 1949,	$105\frac{3}{4}$
Aug. 1, 1949	July 31, 1953,	$104\frac{7}{8}$
Aug. 1, 1953	July 31, 1957,	$103\frac{7}{8}$
Aug. 1, 1957	July 31, 1961,	$102\frac{7}{8}$
Aug. 1, 1961	July 31, 1965,	$101\frac{7}{8}$
Aug. 1, 1965	July 31, 1969,	101
Aug. 1, 1969	Maturity	100

When redeemed through operation of the sinking fund, the redemption prices shall be:

FROM	TO	%
Aug. 1, 1945	July 31, 1949,	$102\frac{3}{4}$
Aug. 1, 1949	July 31, 1953,	$102\frac{3}{8}$
Aug. 1, 1953	July 31, 1957,	$101\frac{7}{8}$
Aug. 1, 1957	July 31, 1961,	$101\frac{3}{8}$
Aug. 1, 1961	July 31, 1965,	$100\frac{1}{8}$
Aug. 1, 1965	July 31, 1969,	$100\frac{1}{2}$
Aug. 1, 1969	Maturity	100

Series of 1970 $2\frac{7}{8}\%$ Bonds with coupons are issuable in the denomination of $1,000. Series of 1970 $2\frac{7}{8}\%$ Bonds in registered form without coupons are issuable in denominations of $1,000, $5,000, $10,000, $50,000, $100,000, and in such other denominations as the Board of Directors or Executive Committee of the Railroad Company may determine. Unless registered as herein provided, this bond shall pass by delivery. Any coupon bond may be registered as to principal in the owner's name at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, such registry being noted on the bond, after which no transfer shall be valid unless made by the registered owner, in person or by attorney, and similarly noted on the bond; but the same may be discharged from registry by like transfer to bearer noted on the bond; whereupon transferability by delivery shall be restored. Such registration, however, shall not affect the negotiability of the coupons for the interest on the bond, and such coupons shall continue to be payable to bearer and to be transferable by delivery merely, and payment thereof shall fully discharge the Railroad Company in respect of the interest therein mentioned, whether or not the bond be registered. In the manner prescribed in said indenture and upon payment of the charges therein provided, the holder of any coupon bond or bonds for $1,000, at his option, may surrender for cancellation such bond or bonds, with all unmatured coupons, in exchange for a registered bond or bonds without coupons of the same series for the same aggregate principal amount. Any such registered bond, in like manner, and upon payment of the charges provided in said indenture, may in turn be exchanged for a coupon bond or coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof, or of said indenture under which this bond is issued, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the issue hereof, expressly released as provided in said indenture. This bond shall not be entitled to any security or benefit under said indenture, and shall not become valid or obligatory for any purpose, until it has been authenticated by the execution of the certificate, hereon endorsed, by The First National Bank of the City of New York, as Corporate Trustee, or its successor in trust under said indenture.

In witness whereof the Railroad Company has caused this bond to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assis-

tant Secretary, and coupons for said interest, bearing the engraved facsimile signature of its Treasurer, to be attached hereto.
Dated the 1st day of August, 1945.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
By..
Vice President.

ATTEST:

....
Assistant Secretary.

(SEAL)

[FORM OF INTEREST COUPON]

No.......................... $..........................

On the first day of ...., CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY will pay to bearer, at its office or agency in the Borough of Manhattan, City of New York, ... and .... dollars 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, being six months' interest then due on its First and Refunding Mortgage Series of 1970 $2\frac{7}{8}\%$ Bond No. ...., unless said bond shall have been called for previous redemption and payment duly provided for.

....
Treasurer.

[FORM OF REGISTERED BOND]

No.......................... $..........................

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

FIRST AND REFUNDING MORTGAGE SERIES OF 1970 $2\frac{7}{8}\%$

REGISTERED BOND

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY (hereinafter called the "Railroad Company"), a corporation of the State of Illinois, for value received, hereby promises to pay to .... or registered assigns, on the first day of August, 1970, at the office or agency of the Railroad Company in the Borough of

Manhattan, City of New York, State of New York, the sum of .... Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts, and to pay interest thereon at the rate of $2\frac{7}{8}$ per cent per annum, from the first day of February or August, as the case may be, to which interest has been paid last preceding the date hereof, unless such date is a February 1 or August 1 to which interst has been paid, in which case from such date, or unless such date is prior to February 1, 1946, in which case from August 1, 1945, such interest to be payable to the registered holder hereof at such office or agency, in like coin or currency, semi-annually on the first day of February and on the first day of August in each year until the payment of said principal sum. This Series of 1970 $2\frac{7}{8}$% Bond is one of the First and Refunding Mortgage Bonds (coupon and registered) of the Railroad Company, issued and to be issued in one or more series under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated February 1, 1921, duly executed by the Railroad Company to The First National Bank of the City of New York, a corporation of the United States of America, and Frazier L. Ford, as Trustees, to which indenture and any and all supplements thereto, reference is hereby made for a description of the railroads, properties and franchises mortgaged or pledged to said Trustees, or their successors, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustees in respect of such security. At any time the authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railroad Company or of a successor corporation (as such prior debt is defined in the indenture aforesaid) after deducting therefrom the bonds then reserved under the provisions of said indenture to retire prior debt before, at or after maturity, shall be equal to three times the par value of the then outstanding fully paid capital stock of the Railroad Company or of a successor corporation. In case of certain defaults specified in said indenture, the principal of all such bonds may be declared and may become due and payable in the manner and with the effect provided in said indenture. As provided in the Second Supplemental Indenture dated as of August 1, 1945, the Railroad Company covenants that, as and for a sinking fund, it will pay to the Corporate Trustee, on or before the first day of May in each calendar year from 1946 to 1969, inclusive, $248,825 to be used by said Trustee for the purchase of Series of 1970 $2\frac{7}{8}$% Bonds, or for the redemption thereof at the appplicable sinking fund redemption prices hereinafter set forth. At its option, the Railroad Company, in lieu of making all or part of any sinking fund payment in cash, may surrender to the Corporate

Trustee, and said Trustee will accept at the amount paid therefor by the Railroad Company, but not in excess of the then applicable sinking fund redemption price, Series of 1970 $2\frac{7}{8}\%$ Bonds acquired by the Railroad Company, either canceled or uncanceled (except bonds retired by operation of the sinking fund). Series of 1970 $2\frac{7}{8}\%$ Bonds to be redeemed will be determined by the Corporate Trustee by lot, in such manner as said Trustee deems proper. When such bonds have been redeemed and paid off by said Trustee, they shall be canceled by the Trustee and returned to the Railroad Company. The Railroad Company will provide the Corporate Trustee, in addition to the amounts or bonds required for the sinking fund, with the amounts necessary to pay any accrued interest and brokerage commissions and the Trustee's charges and expenses.

As provided in said indenture, said Second Supplemental Indenture, and in the resolution creating this series, upon notice published in a newspaper in the Borough of Manhattan, City and State of New York, at least once in each week for nine successive weeks next preceding said first day of February or August, first publication to be not less than sixty (60) days before the redemption date, all or any part of the Series of 1970 $2\frac{7}{8}\%$ Bonds may be redeemed at the option of the Railroad Company on any interest date at the following redemption prices (expressed in percentages of the principal amount), together with accrued interest to the date of redemption:

When redeemed for purposes other than the sinking fund, the redemption prices shall be:

FROM TO	%
Aug. 1, 1945-July 31, 1949,	$105\frac{3}{4}$
Aug. 1, 1949-July 31, 1953,	$104\frac{7}{8}$
Aug. 1, 1953-July 31, 1957,	$103\frac{7}{8}$
Aug. 1, 1957-July 31, 1961,	$102\frac{7}{8}$
Aug. 1, 1961-July 31, 1965,	$101\frac{7}{8}$
Aug. 1, 1965-July 31, 1969,	101
Aug. 1, 1969-Maturity	100

When redeemed through operation of the sinking fund, the redemption prices shall be:

FROM TO	%
Aug. 1, 1945-July 31, 1949,	$102\frac{3}{4}$
Aug. 1, 1949-July 31, 1953,	$102\frac{3}{8}$
Aug. 1, 1953-July 31, 1957,	$101\frac{7}{8}$
Aug. 1, 1957-July 31, 1961,	$101\frac{3}{8}$
Aug. 1, 1961-July 31, 1965,	$100\frac{7}{8}$
Aug. 1, 1965-July 31, 1969,	$100\frac{1}{2}$
Aug. 1, 1969-Maturity	100

Series of 1970 2⅞% Bonds with coupons are issuable in the denomination of $1,000. Series of 1970 2⅞% Bonds in registered form without **coupons are issuable in denominations of $1,000, $5,000, $10,000, $50,000,** $100,000, and in such other denominations as the Board of Directors or Executive Committee of the Railroad Company may determine. This bond is transferable only in the manner prescribed in said indenture at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, upon surrender and cancellation of this bond; and upon any such transfer a new registered bond without coupons of the same series will be issued to the transferee, in exchange therefor. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bond or bonds of the same series, for the same aggregate principal amount and bearing all unmatured coupons. Any such coupon bond or bonds bearing all unmatured coupons, in like manner may in turn be exchanged for registered bond or bonds without coupons of the same series for the same aggregate principal amount. Registered bonds, without coupons, of this series, of one denomination, are exchangeable for a like principal amount of registered bonds, without coupons, of the same series, of other authorized denominations. For such transfer or exchange, a charge may be made as provided in said indenture. No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof, or of said indenture under which this bond is issued, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the issue hereof, expressly released as provided in said indenture. This bond shall not be entitled to any security or benefit under said indenture, and shall not become valid or obligatory for any purpose, until it has been authenticated by the execution of the certificate, hereon endorsed, by The First National Bank of the City of New York, as Corporate Trustee, or its successor in trust under said indenture.

In Witness Whereof the Railroad Company has caused this bond to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary.

Dated the .... day of ...., 19......

Chicago, Burlington & Quincy Railroad Company,

By...

Attest: *Vice President.*

....

Assistant Secretary.

(SEAL)

[FORM OF CORPORATE TRUSTEE'S CERTIFICATE]

This bond is one of the issue of bonds, of the series designated therein, described in the within-mentioned indenture.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
Corporate Trustee,
By..
Authorized Officer.

Now, THEREFORE, this Second Supplemental Indenture WITNESSETH:

That, in consideration of the premises and of the sum of Ten Dollars ($10) lawful money of the United States of America to the Railroad Company duly paid by the Corporate Trustee at or before the ensealing and delivery of this Second Supplemental Indenture, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Railroad Company has executed and delivered this Second Supplemental Indenture and 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 said Mortgage as follows:

ARTICLE ONE.

SECTION 1. The Series of 1970 $2\frac{7}{8}\%$ Bonds shall be issued and authenticated under and in accordance with the provisions of the Mortgage in an aggregate principal amount at any one time outstanding of not to exceed $49,765,000 except Series of 1970 $2\frac{7}{8}\%$ Bonds issued in lieu of and in substitution for Series of 1970 $2\frac{7}{8}\%$ Bonds destroyed or lost or stolen as provided in Section 4 of Article Two of the Mortgage, shall mature August 1, 1970, and shall bear interest at the rate of $2\frac{7}{8}\%$ per annum, payable February 1 and August 1 in each year until the principal sum is paid. The Series of 1970 $2\frac{7}{8}\%$ Bonds shall be issuable in coupon form, registerable as to principal, in the denomination of $1,000, and in fully registered form in denominations of $1,000, $5,000, $10,000, $50,000, $100,000 and such other denominations as the Board of Directors or Executive Committee of the Railroad Company may from time to time determine. The Series of 1970 2⅞% Bonds in coupon form shall be dated August 1, 1945 and in fully registered form shall be dated the date of issue and will bear interest from the first day of February or the first day of August, as the case may be, to which interest has been paid last preceding the date thereof, unless such date is a February 1 or August 1 to which interest has been paid, in which case they shall bear interest from such date, or unless such date is prior to February 1, 1946 in which case they shall bear interest from August 1, 1945.

SECTION 2. The Series of 1970 2⅞% Bonds shall be redeemable at the option of the Railroad Company, as a whole or in part on any interest payment date or dates prior to maturity, upon payment of the following percentages of the principal amount thereof, all in the manner and with the effect provided in Article Four of the Mortgage:

FROM	TO	%
Aug. 1, 1945	July 31, 1949,	105¾
Aug. 1, 1949	July 31, 1953,	104⅞
Aug. 1, 1953	July 31, 1957,	103⅞
Aug. 1, 1957	July 31, 1961,	102⅞
Aug. 1, 1961	July 31, 1965,	101⅞
Aug. 1, 1965	July 31, 1969,	101
Aug. 1, 1969	Maturity	100

In each case accrued interest on the principal amount to the date designated for redemption shall be paid in addition to the above redemption prices.

The Series of 1970 2⅞% Bonds may also be redeemed in part from time to time through the operation of the Series of 1970 2⅞% Sinking Fund provided for in Section 3 of this Article, at the sinking fund redemption prices and in the manner in such Section set forth.

If prior to the date of redemption designated in any notice of redemption, the Railroad Company shall deposit with the Corporate Trustee funds sufficient to pay the applicable redemption price of all Bonds so called for redemption in such notice, together with accrued interest to the date designated for redemption, and either (a) the giving of notice of such redemption in the manner therefor provided in the Mortgage shall have been completed or (b) the Railroad Company shall have irrevocably authorized the Corporate Trustee to give such notice of redemption, then, and in either event, the Series of 1970 2⅞% Bonds so called for redemption shall, on and after the date of such deposit, no longer be deemed to be outstanding and shall no longer be entitled to any right or benefit under the Mortgage or any supplemental indenture thereto, except the right to receive the redemption price, together with accrued interest to the date designated for redemption.

Section 3. The Railroad Company agrees with the Trustees that so long as any Series of 1970 2⅞% Bonds are outstanding, it will pay to the Corporate Trustee on or before the first day of May in each year, beginning May 1, 1946 and to and including May 1, 1969 $248,825, to be used as a sinking fund for the purchase of the Bonds or their redemption at the then applicable redemption prices. In lieu of all or part of any sinking fund payment, the Railroad Company may surrender to the Corporate Trustee, and the Corporate Trustee shall accept, Series of 1970 2⅞% Bonds acquired by the Railroad Company, at values equal to the cost thereof to the Railroad Company or the then applicable sinking fund redemption price, whichever is less. Such cost shall be exclusive of brokerage and accrued interest, and shall be shown by a certificate signed by the President, Vice President, Treasurer or Assistant Treasurer of the Railroad Company. The Corporate Trustee shall be protected in relying on any such certificate as to cost, and shall be under no duty to make any verification of or investigation or inquiry as to any part thereof.

Series of 1970 2⅞% Bonds shall be redeemable through the operation of the Series of 1970 2⅞% Bonds Sinking Fund at the following percentages of the principal amount thereof, all in the manner and with the effect provided in Article Four of the Mortgage:

FROM	TO	%
Aug. 1, 1945-	July 31, 1949,	102¾
Aug. 1, 1949-	July 31, 1953,	102⅜
Aug. 1, 1953-	July 31, 1957,	101⅞
Aug. 1, 1957-	July 31, 1961,	101⅜
Aug. 1, 1961-	July 31, 1965,	100⅞
Aug. 1, 1965-	July 31, 1969,	100½
Aug. 1, 1969-	Maturity	100

In each case accrued interest on the principal amount to the date designated for redemption shall be paid in addition to the above sinking fund redemption prices.

The sinking fund payment so made on any such May 1, subject to credits and plus any balances added thereto as hereinafter provided, is hereinafter referred to as a "Series of 1970 2⅞% Bonds Sinking Fund installment".

At any time after the receipt of any Series of 1970 2⅞% Bonds Sinking Fund installment and until May 15 in each year, the Corporate Trustee, in such manner and at such time or times and in such amounts as it may deem advisable in its discretion, or in such manner and at such time or times and in such amounts as may be directed by the Railroad Company, shall apply any moneys then held by it in the Series of 1970 2⅞% Bonds Sinking Fund to the purchase for the Series of 1970 2⅞% Bonds Sinking Fund of Series of 1970 2⅞% Bonds, including all unmatured coupons and interest obligations thereto appertaining, at prices (exclusive of brokerage commission and accrued interest) not exceeding the sinking fund redemption price for the Series of 1970 2⅞% Bonds prevailing on the next ensuing August 1, if available at or below such price. The Railroad Company covenants to reimburse the Series of 1970 2⅞% Bonds Sinking Fund forthwith, on the request of the Corporate Trustee, for the amount of any brokerage commission and accrued interest paid for such purposes out of the Series of 1970 2⅞% Bonds Sinking Fund.

If upon May 15 in any year the Trustee shall have on hand in the Series of 1970 2⅞% Bonds Sinking Fund $50,000 or more, it shall thereupon select or cause to be selected by lot and called for redemption for account of the Series of 1970 2⅞% Bonds Sinking Fund an aggregate principal amount of Series of 1970 2⅞% Bonds which will most nearly exhaust the amount on hand, and the Corporate Trustee shall forthwith apply the same, together with the amount in respect of accrued interest paid to the Trustee pursuant to the next succeeding sentence, to the redemption of the Series of 1970 2⅞% Bonds so called for redemption at the sinking fund redemption price prevailing on the next ensuing August 1. The Railroad Company agrees to pay to the Trustee on or before the May 15 prior to the date designated for such redemption accrued interest to such designated redemption date, it being the intention that accrued interest shall not be charged against sinking fund moneys.

Notice of redemption shall be given by the Corporate Trustee in substantially the same manner as provided in Section 1 of Article Four of the Mortgage for the giving of notice of redemption by the Railroad Company, provided that in addition to the matters set forth in the notice of redemption referred to in said Section 1 of Article Four of the Mortgage, such notice of redemption shall state that the Series of 1970 2⅞% Bonds so called for redemption are being redeemed through the operation of the Series of 1970 2⅞% Bonds Sinking Fund.

In the event that there shall remain any balance of Series of 1970 2⅞% Bonds Sinking Fund moneys after the application of so much thereof as is required for such redemption as above provided, or without such application, if such balance shall be less than $50,000, such balance shall be retained by the Corporate Trustee and added to the next succeeding Series of 1970 2⅞% Bonds Sinking Fund installment; *provided* that any balance of the Series of 1970 2⅞% Bonds Sinking Fund remaining after all of Series of 1970 2⅞% Bonds have been retired or called for redemption pursuant to Section 2 of this Article One and Article Four of the Mortgage shall be returned to the Railroad Company.

All Series of 1970 2⅞% Bonds purchased through the operation of the Series of 1970 2⅞% Bonds Sinking Fund and all Series of 1970 2⅞% Bonds delivered by the Railroad Company to the Corporate Trustee for the account of the Series of 1970 2⅞% Bonds Sinking Fund, together with all unmatured coupons thereto appertaining, shall be cancelled by the Corporate Trustee if not previously cancelled by the Railroad Company and all Series of 1970 2⅞% Bonds redeemed through the operation of the Sinking Fund shall be cancelled by the Corporate Trustee, and no Bonds of the Railroad Company shall be issued in lieu of any thereof so long as any of the Series of 1970 2⅞% Bonds are outstanding.

The Railroad Company covenants to pay the compensation and expenses of the Corporate Trustee in administering the Series of 1970 2⅞% Bonds Sinking Fund as provided herein, including the cost of advertisement of redemption notices and other expenses.

Default in the payment of any Series of 1970 2⅞% Bonds Sinking Fund installment as herein provided which shall continue for thirty days is hereby made an additional event of default under Section 2 of Article Seven of the Mortgage.

Section 4. Any moneys which at any time shall be deposited by the Railroad Company or on its behalf with the Corporate Trustee or any other depositary for the purpose of paying any of the Series of 1970 2⅞% Bonds which have become due and payable, whether at the maturity thereof or upon call for redemption or otherwise, or for the purpose of paying any coupons or claims for interest appertaining to any of the Series of 1970 2⅞% Bonds, shall be and hereby are assigned, transferred and set over to the Corporate Trustee or such depositary, as the case may be, to be held in trust for the respective holders of the Series of 1970 2⅞% Bonds or coupons or claims for interest appertaining thereto, for the purpose of paying which said moneys shall have been deposited, subject to the provisions of the Mortgage, *provided, however,* that the Trustee shall reimburse the Railroad Company, from time to time, out of the funds paid to the Trustee for the purpose of paying interest, for all or any part of any accrued interest paid by the Railroad Company at its office or agency on the Bonds which have so become due and payable.

ARTICLE TWO.

So long as any of the Series of 1970 2⅞% Bonds are outstanding with the public or until adequate provision has been made for payment of such bonds, the Railroad Company covenants as follows:

(1) The Railroad Company will not request authentication and delivery of any additional bonds under Section 5 of Article

Three of the Mortgage or the authentication and delivery of any additional bonds or payment of any deposited cash under Paragraphs I, II or VI of Section 6 of Article Three of the Mortgage, to pay for, or in reimbursement of, expenditures made prior to January 1, 1945 for construction or acquisition of railroads, for additions, betterments or improvements, or for any other purposes specified in said Paragraphs.

(2) The aggregate of the amount of bonds issuable and the amount of deposited cash (to the extent that it represents cash deposited with the Corporate Trustee against the authentication of bonds) payable under Paragraph II of Section 6 of Article Three of the Mortgage, to pay for or in reimbursement of expenditures made after December 31, 1944 for the purposes specified in said Paragraph II, shall be limited to seventy-five per cent of the excess of capital expenditures (exclusive of expenditures certified to the Corporate Trustee in connection with the withdrawal of deposited cash other than cash deposited with the Corporate Trustee against the authentication of bonds) charged to Investment in Road Accounts of the Railroad Company (being the primary accounts numbered 1 to 47, inclusive, under I Road, as presently or from time to time prescribed for Steam Railroads by the Interstate Commerce Commission) in connection with the making of such expenditure over the credits to said accounts for land, and property retired and replaced, in connection with the making of the additions, betterments or improvements for which such expenditures are incurred, but without deducting any credits to said accounts for land or property retired and not replaced.

(3) The Railroad Company will not request authentication and delivery of any additional bonds or payment of deposited cash (to the extent that it represents cash deposited with the Corporate Trustee against the authentication of bonds) under Paragraph III of Section 6 of Article Three of the Mortgage, to pay for, or in reimbursement of, expenditures for the purposes specified in said Paragraph III.

(4) The Railroad Company will not request authentication and delivery of any additional bonds or payment of deposited cash (to the extent that it represents cash deposited with the Corporate Trustee against the authentication of bonds) under Paragraph V of Section 6 of Article Three of the Mortgage for the payment or refunding of any indebtedness contracted for expenditures made prior to Januray 1, 1945 for the purposes specified in Paragraphs I and II of Section 6 of Article Three of the Mortgage, or for expenditures for the purposes specified in Paragraph III of Section 6 of Article Three of the Mortgage,

or for expenditures made subsequent to December 31, 1944 for the purposes specified in said Paragraph II in excess of the amount of such expenditures against which bonds might be authenticated pursuant to clause (2) above.

(5) The Railroad Company will not request authentication and delivery of any bonds under Section 8(a) of Article Three of the Mortgage in exchange for the $507,000 principal of First and Refunding Mortgage $3\frac{3}{4}\%$ Bonds, Series of 1974, retired through operation of the sinking fund created for said Series.

In addition to the certificate or certificates required to be delivered to the Corporate Trustee in connection with requests for authentication of bonds or payment of deposited cash under Section 6 of Article Three of the Mortgage the Railroad Company, when requesting authentication of bonds or payment of deposited cash (to the extent that it represents cash deposited with the Corporate Trustee against the authentication of bonds) for the purposes specified in Paragraphs I, II and V of said Section 6, shall deliver an additional certificate or certificates to show that the amount or amounts requested are not in excess of the amount permissible under the covenants set forth in this Article Two.

ARTICLE THREE.

The Trustees hereby accept the trust herein declared and provided and agree to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution hereof by the Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by the Railroad Company solely. The Trustees shall be under no obligation to see to the filing, registration or recording of this Second Supplemental Indenture or to the refiling, reregistration or rerecording thereof but the Railroad Company covenants to effect when and as may be required by law the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Corporate Trustee may authenticate and deliver any of the Series of 1970 $2\frac{7}{8}\%$ Bonds herein provided for without waiting for any such filing, registration, recording or refiling, reregistration or rerecording. In general, each and every term and condition contained in Article Thirteen of the Mortgage shall apply to and form a part of this Second Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions as may be appropriate to make the same conform to this Second Supplemental Indenture.

ARTICLE FOUR.

The Railroad Company, subject to the provisions of Article Twelve of the Mortgage, will at all times maintain and continue its corporate existence and right to carry on business and duly will procure all necessary renewals and extensions thereof.

ARTICLE FIVE.

This Second Supplemental Indenture may be executed simultaneously in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

ARTICLE SIX.

This is a Second Supplemental Indenture dated as of August 1, 1945, to the Mortgage, executed pursuant to the provisions thereof, and each and every part of this Second Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Mortgage and each of the covenants and obligations of the Railroad Company herein contained shall be, except as herein otherwise provided, subject to the provisions of said Mortgage.

In Witness Whereof, Chicago, Burlington & Quincy Railroad Company, the party hereto of the first part, has caused this Second Supplemental Indenture to be signed in its corporate name and acknowledged or proved by its President or a Vice-President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and The First National Bank of the City of New York, as Corporate Trustee, one of the parties hereto of the second part, has caused this Second

Supplemental Indenture to be signed and acknowledged or proved by its President or a Vice-President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Cashier or an Assistant Cashier; and Frazier L. Ford, as Individual Trustee, the other of the parties hereto of the second part, has hereunto set his hand and seal, as of the 1st day of August, 1945.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

By J. C. JAMES,
Vice-President.

Attest:
EDITH J. ALDEN,
Secretary.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
By HENRY S. STURGIS,
Vice-President.

Attest:
W. E. GERDES,
Assistant Cashier.

FRAZIER L. FORD (L. S.)

Signed, sealed and delivered in presence of:
As to CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:
R. W. COGLAN,
A. M. SLOCIK.

As to THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK:
N. L. WALTER,
W. W. WOOLFOLK.

As to FRAZIER L. FORD:
HASTINGS THOMAS,
WALTER CANTER.

[ACKNOWLEDGMENTS.]

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

I, Thomas A. Collins, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgements and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 19th day of December, 1945, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Henry S. Sturgis and W. E. Gerdes, each to me personally known and known to me to be respectively a Vice-President and Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and executed said instrument as such Vice-President and Assistant Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and the said Henry S. Sturgis and W. E. Gerdes, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Henry S. Sturgis resides in Cedarhurst, N. Y.; and that the said W. E. Gerdes resides in New York, N. Y.; that said Henry S. Sturgis is a Vice-President and said W. E. Gerdes is an Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Henry S. Sturgis and W. E. Gerdes, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and 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 Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

In Testimony Whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in the said County of New York, State of New York, this the day and year in this my certificate first above written.

Thomas A. Collins.

Thomas A. Collins, Notary Public,
Queens Co. Clk's No. 360.
N. Y. County Clerk's No. 142,
Reg. No. 83-C-6.
Commission Expires March 30, 1946.

STATE OF MISSOURI, }
COUNTY OF BUCHANAN. } ss.:

I, Margaret Pape, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 15th day of December, 1945, personally appeared before me within the said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, FRAZIER L. FORD, to me personally known and known to me to be the individual and the identical person who is described in and who subscribed his name to and who executed the within and foregoing instrument in writing in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said FRAZIER L. FORD duly acknowledged to me in the presence of said witnesses that he signed, sealed, executed and delivered the said instrument freely and voluntarily and as his free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, suscribed my name and affixed my official seal as such Notary Public in said County of Buchanan, State of Missouri, this the day and year in this my certificate first above written.

MARGARET PAPE.

My commission expires July 22, 1949.

STATE OF ILLINOIS, } ss.:
COUNTY OF COOK. }

I, A. D. McLane, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 14th day of December, 1945, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, J. C. James and Edith J. Alden, each to me personally known and known to me to be respectively Vice-President and Secretary of Chicago, Burlington & Quincy Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said J. C. James and Edith J. Alden, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said J. C. James resides in the City of Aurora and State of Illinois, and that the said Edith J. Alden resides in the Village of LaGrange and State of Illinois; that said J. C. James is Vice President and said Edith J. Alden is Secretary of Chicago, Burlington & Quincy Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. C. James and Edith J. Alden, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and 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 Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

In Testimony Whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

A. D. McLane,
Notary Public, Cook County.

My commission expires Mar. 20, 1947.