

REGISTRATION NO. 15431-A

REGISTRATION NO. 15431
FILED 1425
DEC 29 1987
INTERSTATE COMMERCE COMMISSION
REGISTRATION NO. 15431-C
FILED 1425

WILMER, CUTLER & PICKERING
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REGISTRATION NO. 15431-B
FILED 1425
DEC 29 1987
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REGISTRATION NO. 15431-D
FILED 1425

DEC 29 1987
December 29, 1987
INTERSTATE COMMERCE COMMISSION
INTERSTATE COMMERCE COMMISSION

50.00 filing fee

Burlington Northern Railroad Company
Electrical Power Purchase Financing
9.634% Secured Notes Due 1988-1998

7-383A000
DEC 29 1987
50.00

Counterparty -
A/H/H

12:30 PM

New Number 15431

Dear Ms. McGee:

On behalf of the parties listed below, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, five enclosed executed counterparts each of five documents, not previously recorded, as listed below:

- 1. Trust Indenture and Security Agreement dated as of December 22, 1987, between The Connecticut Bank and Trust Company, National Association, as Indenture Trustee, and Meridian Trust Company, as Owner Trustee.
- A 2. Indenture Supplement dated December 29, 1987, of Meridian Trust Company, as Owner Trustee.
- B 3. Lease of Railroad Equipment dated as of December 22, 1987, between Meridian Trust Company, in its capacity as Owner Trustee as Lessor, and The Connecticut National Bank, in its capacity as LMX Trustee as Lessee.
- C 4. Lease Supplement No. 1 dated December 29, 1987, between Meridian Trust Company, in its capacity as Owner Trustee as Lessor, and The Connecticut National Bank, in its capacity as LMX Trustee as Lessee.
- D 5. Assignment of Electrical Power Purchase Agreement dated as of December 22, 1987, between The Connecticut National Bank, in its capacity as LMX Trustee as Lessee (Assignor) and Meridian Trust Company, as Owner Trustee (Assignee).

The names and addresses of the parties to the aforementioned documents are as follows:

DEC 29 12 26 PM '87
100 OFFICE OF
THE COMPTROLLER
MOTOR OF ENHANCED UNIT

1. Indenture Trustee:

The Connecticut Bank and Trust Company,
National Association,
One Constitution Plaza,
Hartford, Connecticut 06115.

2. LMX Trustee-Lessee-Assignor:

The Connecticut National Bank,
777 Main Street,
Hartford, Connecticut 06115.

3. Builder:

General Electric Company,
2901 East Lake Road,
Erie, Pennsylvania 16531.

4. Owner Trustee--Lessor-Assignee:

Meridian Trust Company,
35 North Sixth Street,
Reading, Pennsylvania 19601.

Please file and record the documents referred to in this letter and index them under each of the names of the aforementioned parties, remembering the Assignee, Meridian Trust Company, should be indexed under its own name with a cross reference to this filing.

The equipment covered by the afore-mentioned documents is listed on Exhibit A attached hereto. The equipment bears the legend "Ownership Subject to a Security Agreement Filed with The Interstate Commerce Commission".

A short summary of the documents to appear in the ICC Index is as follows:

"Covers 100 locomotives, LMX 8500-8599"

There is also enclosed a check for \$50 payable to the Interstate Commerce Commission, representing the fee for recording the enclosed documents.

Once the filing has been made, please return to bearer the stamped counterparts of the documents not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for the purpose
of this filing for the
above parties

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

ASSIGNMENT OF ELECTRICAL POWER PURCHASE AGREEMENT dated as of December 22, 1987, between THE CONNECTICUT NATIONAL BANK, a national banking association, acting not in its individual capacity but solely in its capacity as LMX Trustee (the "Lessee") under an LMX 1987 Trust Agreement dated as of the date hereof with LMX Corporation, a Delaware corporation ("LMX"), and MERIDIAN TRUST COMPANY, a Pennsylvania trust company, acting not in its individual capacity but solely in its capacity as Owner Trustee (the "Owner Trustee") under a Trust Agreement dated as of the date hereof with Bell Atlantic TriCon Leasing Corporation, a Delaware corporation (the "Owner").

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DEC 29 1987

INTERSTATE COMMERCE COMMISSION

WHEREAS the Owner Trustee has entered into a Purchase Agreement dated as of the date hereof (the "Purchase Agreement") with General Electric Company, providing for the sale to the Owner Trustee of such units of railroad equipment (the "Units") described in Annex B thereto as are delivered to and accepted by the Owner Trustee thereunder;

WHEREAS the Owner Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease") providing for the leasing by the Owner Trustee to the Lessee of the Units;

WHEREAS the Lessee will make available the Units to Burlington Northern Railroad Company, a Delaware corporation ("Consumer"), pursuant to an Electrical Power Purchase Agreement dated as of the date hereof, between the Lessee and Consumer (the "EPPA"); and

WHEREAS in order to provide security for the obligations of the Lessee to the Owner Trustee under the Lease, the Lessee agrees to assign for security purposes certain of its rights in, to and under the EPPA to the Owner Trustee;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Lessee hereby assigns, transfers and sets over unto the Owner Trustee, as collateral security for the payment and performance of the obligations of the Lessee under the Lease, all the Lessee's right, title and interest, powers, privileges and other benefits under the EPPA, including, without limitation, the immediate right, power and authority (in the name of the Owner Trustee, as assignee, or the Lessee, as assignor, or otherwise) to receive and collect all sums payable to or receivable by the Lessee from Consumer under or pursuant to the provisions of the EPPA (subject to any renegotiation of the Access Charge and the User Charge (as such terms are defined in the EPPA) or any conversion to Cost Plus (as defined in the EPPA) in accordance with the provisions of Section 8 of the EPPA) (such moneys, other than the Excluded Payments defined below, being hereinafter called "Payments"), and the right to make all waivers and agreements under or in respect of the EPPA, to give all notices, consents and releases under or in respect of the EPPA, to take all action upon the happening of a Consumer Event of Default (as defined in the EPPA), and to do any and all other things whatsoever which the Lessee is or may become entitled to do under the EPPA; provided, however, that, notwithstanding the foregoing, the Lessee shall be entitled to any payments made under the EPPA other than those payable under Sections 3(b), (c), (d), (e), (f) and (g), 8 and 11(c)(vi) and (vii), which payments (other than those listed) are excluded from this Assignment ("Excluded Payments"). In furtherance of the foregoing assignment, the Lessee hereby irrevocably authorizes and empowers the Owner Trustee in its own name, or in the name of its nominee, or in the name of the Lessee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Lessee is or may become entitled under the EPPA and to enforce compliance by Consumer with all the terms and provisions thereof. The Lessee shall direct Consumer to make all Payments as provided in the Consent and Agreement attached hereto.

The Owner Trustee agrees to accept any Payments made by Consumer for the account of the Lessee pursuant to the EPPA. To the extent received, the Owner Trustee will pay, or pursuant to the Indenture cause to be paid, on the same day, so long as no Default or Event of Default (as such terms are defined in the Lease) shall have occurred and be continuing, the amount of such payment in excess of the obligations of the Lessee to the Owner Trustee under the Lease then due and payable to General Electric Company ("Supplier's Contractor") (for the account of the Lessee) by bank wire to such account as may be specified by Supplier's

Contractor to the Owner Trustee in writing or, if Supplier's Contractor and the Lessee jointly direct the Owner Trustee to pay all or a portion of such amount to the Lessee, to the Lessee by bank wire to such account as may be specified by the Lessee to the Owner Trustee in writing. If the Owner Trustee shall not receive any payment under the EPPA when due, the Owner Trustee shall notify the Indenture Trustee, the Owner, the Lessee, Supplier's Contractor and Consumer by telephone, confirmed in writing, at their addresses set forth in the Participation Agreement dated as of the date hereof (the "Participation Agreement"), among LMX, the Lessee, the Indenture Trustee, the Owner, the Owner Trustee, Supplier's Contractor, General Electric Capital Corporation and the institutional investors named in Appendix I thereto; provided, however, that the failure of the Owner Trustee so to notify the Indenture Trustee, the Owner, the Lessee, Supplier's Contractor and Consumer shall not affect the obligations of the Lessee under the Lease. Any amount which is payable pursuant to the second sentence of this paragraph, but which is not then distributable to or for the account of the Owner Trustee under the terms of the Indenture as the result of the occurrence and continuance of a Default or Event of Default, shall be held by the Owner Trustee as security for the payment and performance of the obligations described in Paragraph 1 hereof and, at such time as there shall not be continuing any such Default and Event of Default, shall be paid to the applicable recipient as provided in said sentence, and any other amount which is payable pursuant to said sentence shall be paid as provided therein.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Owner Trustee to, or transfer, or pass, or in any way affect or modify the liability of the Lessee under the EPPA, it being agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Lessee to Consumer shall be and remain enforceable by Consumer, its successors and assigns, against, and only against, the Lessee or persons other than the Owner Trustee, the Indenture Trustee and the Purchasers.

3. Without the written consent of the Owner Trustee and the Indenture Trustee (so long as the Owner Trustee's obligations under the Indenture have not been fully performed or released and discharged), the Lessee will not (a) anticipate the Payments under the EPPA, (b) waive, excuse, condone, forgive or in any manner release or discharge Consumer thereunder of or from the obligations, covenants, conditions and agreements to be performed by

Consumer if such action would have an adverse effect on the Owner Trustee's rights under the EPPA or would alter the obligation to make Payments in the manner and at the time and place specified therein and (c) enter into any agreement amending, modifying or terminating the EPPA other than to effect technical or other similar changes or changes of an operational nature or changes in Excluded Payments, none of which would have an adverse effect on the Lessee's obligations under the Lease or the ability of the Owner Trustee to perform its obligations under the Secured Notes, the Indenture and the Participation Agreement, or directly or indirectly alters the obligations to make Payments, and the Lessee agrees that any such amendment or modification (other than those permitted above) and any termination thereof without such consent shall be void; provided, however, that the provisions of this sentence shall not be construed to prohibit the Lessee and Consumer from renegotiating the Access Charge and the User Charge or converting to Cost Plus pursuant to the provisions of Section 8 of the EPPA.

4. The Lessee does hereby constitute the Owner Trustee the Lessee's true and lawful attorney, irrevocably, with full power (in the name of the Lessee, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments to which the Lessee is or may become entitled, to enforce compliance by Consumer with all the terms and provisions of the EPPA, to endorse any checks or other instruments or orders in connection therewith and to file any claim or take any action or institute any proceedings which to the Owner Trustee may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all sums and other obligations due from the Lessee under the Lease, this Assignment and all rights herein assigned to the Owner Trustee shall terminate, and all estate, right, title and interest of the Owner Trustee in and to the EPPA shall revert to the Lessee. Promptly following such full discharge and satisfaction, the Owner Trustee agrees that it will advise the Lessee and Consumer in writing that no further payments under the EPPA are to be made to the Owner Trustee.

6. The Lessee will, from time to time, execute, acknowledge and deliver any and all further instruments reasonably requested by the Owner Trustee in order to confirm or further assure, the interest of the Owner Trustee hereunder.

7. The Owner Trustee may assign all or any of the rights assigned to it hereby or arising under the EPPA, including, without limitation, the right to receive any Payments due or to become due, to the Indenture Trustee to the extent set forth in the Indenture, as security for its obligations under the Indenture, and to any permitted assignee of its rights under the Lease upon compliance with the applicable terms of the Lease and the Trust Agreement. In the event of any such assignment, any such subsequent assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations and agreements of the Owner Trustee hereunder.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and the Uniform Commercial Code of Connecticut, such additional rights, if any, arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Assignment shall be filed, recorded or deposited.

9. The Lessee shall cause copies of all notices received in connection with the EPPA to be promptly delivered or made to the Owner Trustee and the Indenture Trustee.

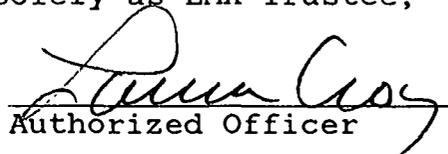
10. The Owner Trustee hereby agrees that, so long as no Event of Default has occurred and is continuing, it will not, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Lessee to the Owner Trustee by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that the Owner Trustee hereby authorizes the Lessee (and Supplier's Contractor pursuant to the Maintenance Agreement) on behalf of the Owner Trustee, so long as no Event of Default has occurred and is then continuing, to exercise or enforce, or seek to exercise or enforce, or avail itself of, the Lessee's rights, powers, privileges and remedies under the EPPA, all to the same extent as if the Lessee's right, title and interest under the EPPA had not been assigned hereunder to the Owner Trustee, subject to the limitations in Paragraph 3 hereof and provided that the Lessee may, whether or not an Event of Default has occurred and is then continuing, exercise or enforce, or seek to exercise and enforce, its rights, powers, privileges and remedies in respect of any Excluded Payments.

11. Terms used herein which are not defined herein shall have the meanings assigned thereto in the Participation Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, all as of the date first above written.

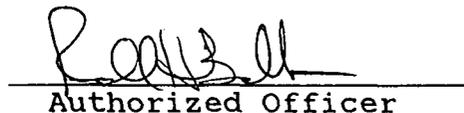
THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as LMX Trustee,

by


Authorized Officer

MERIDIAN TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee
under a Trust Agreement dated
as of the date hereof,

by


Authorized Officer

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

On this 28th day of December 1987, before me personally appeared Louisa Crowley to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, and that said instrument was signed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

David H. Spiro
Notary Public

[Notarial Seal]

DAVID H. SPIRO
Notary Public, State of New York
No. 24-4896270 Qualified in Kings County,
Certificate Filed in New York County,
Commission Expires July 27, 1989

My Commission expires

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

On this 28th day of December 1987, before me personally appeared Richard H. Babb, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERIDIAN TRUST COMPANY, and that said instrument was signed on behalf of said company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

David H. Spiro
Notary Public

[Notarial Seal]

DAVID H. SPIRO
Notary Public, State of New York
No. 24-4896270 Qualified in Kings County,
Certificate Filed in New York County,
Commission Expires July 27, 1989

My Commission expires

Consent and Agreement

The undersigned, Consumer referred to in the foregoing Assignment of Electrical Power Purchase Agreement (the "Assignment"), hereby (a) acknowledges receipt of a copy of the Assignment and the Indenture (as defined in the Assignment) and (b) consents and agrees to all the terms and conditions of the Assignment and the Indenture and agrees that so long as the Assignment is effective:

(1) it will pay all Payments (as defined in Section 1 of the Assignment) (a) until it shall have received notice from the Indenture Trustee (as defined in the Assignment) that the Owner Trustee's (as defined in the Assignment) obligations under the Indenture have been fully performed or released and discharged, directly to the Indenture Trustee by bank wire transfer of immediately available funds to The Connecticut Bank and Trust Company, National Association, Hartford, Connecticut, for credit to its Corporate Trust Department's Account No. 000-089-2, ABA No. 011900571, with advice that the funds are "RE: LMX-1987" (or at such other address as it may furnish in writing to Consumer) or (b) thereafter, directly to the Owner Trustee by bank wire transfer to Meridian Bank, Philadelphia, Pennsylvania, for credit to Meridian Asset Management Inc., Account No. 0131-3851, Attention: Corporate Trust Department, with advice that the funds are "RE: LMX-1987" (or at such other address as it may furnish in writing to Consumer);

(2) subject to the terms of the Assignment and the Indenture, the Owner Trustee and the Indenture Trustee shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by Consumer under the EPPA (as defined in the Assignment) as though the Owner Trustee or the Indenture Trustee, as the case may be, were named therein as Supplier and that Consumer will not assert against the Owner Trustee or the Indenture Trustee any claim or defense Consumer may have against the Lessee (as defined in the Assignment) under the EPPA;

(3) the Owner Trustee and the Indenture Trustee shall not, by virtue of the Assignment, be or become subject to any liability or obligation under the EPPA or otherwise; and

(4) the EPPA shall not, without the prior written consent of the Owner Trustee and the Indenture Trustee

(so long as the Owner Trustee's obligations under the Indenture have not been fully performed or released and discharged), be amended, modified or terminated except as permitted by Paragraph 3 of the Assignment.

Consumer shall send to the Owner Trustee and the Indenture Trustee copies of all notices sent to the Lessee in connection with the EPPA.

This Consent and Agreement, when accepted by the Owner Trustee by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said state.

BURLINGTON NORTHERN RAILROAD
COMPANY,

by



Assistant Vice President
Transportation

The foregoing Consent and Agreement is hereby accepted, as of the 29th day of December 1987.

MERIDIAN TRUST COMPANY,
not in its individual capacity but
solely as Owner Trustee under a
Trust Agreement dated as of the
date hereof,

by



Authorized Officer