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3. Bailment Agreement No. 2 dated as of November 15, 1986, between Oakway, Inc., as Bailor, and Burlington Northern Railroad Company, as Bailee.

-E  
4. Assignment of Power Purchase Agreement No. 2 dated as of November 15, 1986, among Oakway, Inc., as Oakway, The Connecticut Bank and Trust Company, National Association, as Agent, and The Connecticut National Bank, as Trustee.

The names and address of the parties to the aforementioned agreements are as follows:

1. Agent:

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

2. Trustee-Lessor:

The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

3. Builder-Vendor:

General Motors Corporation  
(Electro-Motive Division)  
LaGrange, Illinois 60525

4. Lessee-Bailor-Oakway:

Oakway, Inc.  
45 Cardinal Drive  
Westfield, New Jersey 07092

5. Bailee:

Burlington Northern Railroad Company  
9401 Indian Creek Parkway  
Overland Park, Kansas 66210-9136

Please file and record the documents referred to in this letter and index them under the names of the Agent, the Trustee-Lessor, the Builder-Vendor, the Lessee-Bailor-Oakway and the Bailee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto. The equipment bears the legend "Leased to Oakway, Inc. Subject to a Security Agreement Filed with The Interstate Commerce Commission".

There is also enclosed a check for \$40 payable to the Interstate Commerce Commission, representing the fee for recording the Conditional Sale Agreement No. 2 and related Agreement and Assignment No. 2 (together constituting one document), the Lease of Railroad Equipment No. 2 and related Assignment of Lease and Agreement No. 2 (together constituting one document), the Bailment Agreement No. 2 and the Assignment of Power Purchase Agreement No. 2.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich / cws*

Laurance V. Goodrich

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

Encls.

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated* Unit Base Price	Estimated* Total Base Price	Estimated Time and Place of Delivery
3,800 h.p. Model SD-60 diesel-electric locomotive	EMD	CM Locomotive Specification 8128, Amendment 8128-3 as supplemented by Final Specification Supplement dated 10/15/86	La Grange, Illinois	50	OWY 9000-9099**	\$1,282,977.16	\$64,148,858	October 1986, through January 1987, at Clyde, Illinois

For deliveries on or before 12/31/86

\* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

\*\* Units delivered and accepted hereunder will bear road numbers within the range indicated. When all deliveries have been completed the table will be amended to show the specific road number of each unit so delivered and accepted.

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

12/15/86

Laurance V. Goodrich  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/12/86 at 4:15pm, and assigned re-  
recording number(s). 15120, 15120-A, 15120-B, 15120-C, 15120-D, 15120-E

Sincerely yours,

*Norita L. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 1 5120/E Filed & Recorded

DEC 12 1986 4-1 5 PM

INTERSTATE COMMERCIAL COMMISSION

BAILMENT AGREEMENT NO. 2 dated as of November 15, 1986, between OAKWAY, INC., a New Jersey corporation ("Bailor"), and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Bailee").

WHEREAS the Bailor is a party to Participation Agreement No. 2 dated as of the date hereof with The Connecticut Bank and Trust Company, National Association ("Agent"), Chemical Bank ("Owner"), The Connecticut National Bank, not individually but solely in its capacity as Trustee ("Trustee"), under a Trust Agreement No. 2 dated as of the date hereof, with the Owner ("Trust Agreement"), General Motors Corporation (Electro-Motive Division) and the Investors named therein;

WHEREAS the Owner pursuant to Trust Agreement No. 2 has authorized and directed the Trustee to purchase certain units of railroad equipment from General Motors Corporation (Electro-Motive Division) ("Builder") pursuant to a Conditional Sale Agreement No. 2 dated as of the date hereof ("CSA"); and the Builder will retain a security interest in 50 of the units of Equipment described in Annex B to the CSA bearing the Bailor's Road Numbers within the range of OWY 9000 through OWY 9099 (both inclusive) ("Equipment") constructed, sold and delivered by it pursuant to the CSA until the Trustee fulfills its obligations under the CSA;

WHEREAS the Lessee will lease from the Trustee all the units of the Equipment delivered and accepted under the CSA, pursuant to a Lease of Railroad Equipment No. 2 dated as of the date hereof ("Lease");

WHEREAS the Investors will furnish a portion of the cost of the Equipment by investing in the CSA Indebtedness (as defined in Paragraph 4.3(b) of the CSA) and the Owner will furnish the balance of the cost of the Equipment by making funds available to the Trustee under the Trust Agreement;

WHEREAS the security interest of the Builder in the Equipment has been assigned to the Agent acting on behalf of the Investors, pursuant to an Agreement and Assignment No. 2 dated as of the date hereof, and the Lease has been assigned to the Agent pursuant to an Assignment of Lease and Agreement No. 2 dated as of the date hereof, until the Trustee fulfills all its obligations under the CSA; and the Lessee has acknowledged and consented thereto pursuant to a Consent and Agreement;

WHEREAS the Equipment will be made available by the Lessee to the Bailee pursuant to an Electrical Power Purchase Agreement between the Bailor and the Bailee dated as of October 15, 1986 ("Electrical Power Agreement"); and

WHEREAS the Electrical Power Agreement has been assigned to the Agent and to the Trustee pursuant to an Assignment of Electrical Power Agreement No. 2 dated as of the date hereof and the Bailee has acknowledged and consented thereto pursuant to a Consent and Agreement.

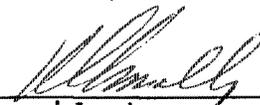
NOW, THEREFORE, in consideration of the agreements and the covenants herein contained, the parties hereto agree that the rights of the Bailee provided for under the Electrical Power Agreement constitute a bailment of the Equipment within the meaning of 49 U.S.C. § 11303 and of Section 86 of the Railway Act of Canada and that the Bailee does not have any right, title or interest whatsoever in or to the Equipment; and, accordingly, the Bailor hereby grants to the Bailee such a bailment of the Equipment until December 31, 2001, or the earlier termination hereof by the Bailor. The parties hereto further agree that the Agent and the Trustee shall be deemed to be third party beneficiaries hereof and shall be entitled to the benefits of all rights

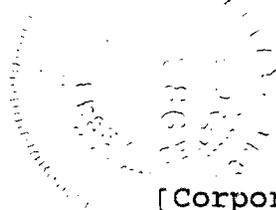
of the Bailor provided for herein and under 49 U.S.C.  
§ 11303 and Section 86 of the Railway Act of Canada.

IN WITNESS WHEREOF, the parties have caused this  
Agreement to be executed as of the date first above written.

OAKWAY, INC.,

by

  
E.V. President

  
[Corporate Seal]

Attest:

  
\_\_\_\_\_

BURLINGTON NORTHERN RAILROAD  
COMPANY,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

of the Bailor provided for herein and under 49 U.S.C.  
§ 11303 and Section 86 of the Railway Act of Canada.

IN WITNESS WHEREOF, the parties have caused this  
Agreement to be executed as of the date first above written.

OAKWAY, INC.,

by

[Corporate Seal]

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_

BURLINGTON NORTHERN RAILROAD  
COMPANY,

by

[Corporate Seal]

\_\_\_\_\_  
*Donald Stodtz*

Executive Vice President

Attest:

\_\_\_\_\_

STATE OF NEW JERSEY, )  
 ) ss.:  
COUNTY OF UNION, )

On this <sup>8th</sup> day of December 1986, before me personally appeared R. C. Connolly, to me personally known, who, being by me duly sworn, says that he is attestant via President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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 corporation.

Harold Blood  
Notary Public

(Notarial Seal)

My Commission expires  
MY COMMISSION EXPIRES  
DECEMBER 15, 1987

STATE OF KANSAS, )  
 ) ss.:  
COUNTY OF JOHNSON, )

On this            day of December 1986, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is            of BURLINGTON NORTHERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation 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 corporation.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires

STATE OF NEW JERSEY, )  
 ) ss.:  
COUNTY OF UNION, )

On this \_\_\_\_\_ day of December 1986, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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 corporation.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires \_\_\_\_\_

STATE OF KANSAS, )  
 ) ss.:  
COUNTY OF JOHNSON, )

On this 9th day of December 1986, before me personally appeared Donald R. Wood, Jr., to me personally known, who, being by me duly sworn, says that he is Executive, Vice Pres. of BURLINGTON NORTHERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation 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 corporation.

*Jerry D. Kirby*  
\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires \_\_\_\_\_

