



**BURLINGTON NORTHERN RAILROAD**

LAW DEPARTMENT

RECORDATION NO. *8297A* FILED 1429

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

(817) 878-2361

**FEB 9 1988 -2 42 PM**

FEDERAL EXPRESS

**INTERSTATE COMMERCE COMMISSION**

**8-041A030**

February 8, 1988

Ms. Noreta R. McGee, Secretary  
Interstate Commerce Commission  
Room 1324  
12th and Constitution Ave., N.W.  
Washington, D.C. 20423

*13.00*  
*A*

Re: Document for Recordation: Satisfaction and Bill of Sale to Burlington Northern Inc. (now Burlington Northern Railroad Company) Reconstruction and Conditional Sale Agreement, Dated April 1, 1976

Dear Ms. McGee:

I am enclosing six counterparts of the document described below to be recorded pursuant to Section 11303, Title 49 of the United States Code.

The document to be recorded, a secondary document, is a Satisfaction and Bill of Sale, dated February 3, 1988, by which all right, title and interest in and to the existing equipment covered by the Burlington Northern Inc. (now Burlington Northern Railroad Company) Reconstruction and Conditional Sale Agreement, dated as of April 1, 1976, is conveyed to Burlington Northern Railroad Company.

The Reconstruction and Conditional Sale Agreement, the primary document to which the Satisfaction and Bill of Sale is connected, was recorded with the Interstate Commerce Commission on April 22, 1976, and assigned Recordation No. 8297.

The names and addresses of the parties to the transaction are:

Agent: The Connecticut Bank and Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115

Owner: Burlington Northern Railroad Company  
3800 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

**FEB 10 2 31 PM '88**

Ms. Noreta R. McGee

-2-

February 8, 1988

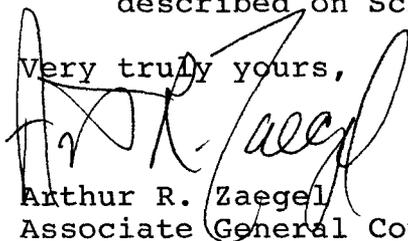
A general description of the equipment covered by the enclosed Satisfaction and Bill of Sale is shown on Schedule A of said document.

A fee of \$13.00 is enclosed for recording the Satisfaction and Bill of Sale. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

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

Satisfaction and Bill of Sale, dated February 3, 1988, to the Burlington Northern Inc. (now Burlington Northern Railroad Company) Reconstruction and Conditional Sale Agreement (ICC Recordation No. 8297, April 22, 1976), conveying the equipment described on Schedule A of said document.

Very truly yours,



Arthur R. Zaegel  
Associate General Counsel

ARZ/rrm/cb,2  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Arthur R. Zaegel  
3800 Continental Plaza  
777 Main Street  
Ft. Worth, TX 76102

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 2/9/88 at 2:40PM, and assigned recordation number(s) 8297-A

Sincerely yours,

*Neta L. McGee*

Secretary

Enclosure(s)

RECORDATION NO. 82971 FEB 14 1988

FEB 9 1988 -2 42 PM

INTERSTATE COMMERCE COMMISSION

Executed in 9 Counterparts  
of which this is No. 4

SATISFACTION AND BILL OF SALE

WHEREAS, Burlington Northern Inc. (now Burlington Northern Railroad Company) (hereinafter referred to as the "Railroad") and The Connecticut Bank and Trust Company (hereinafter referred to as the "Agent") have entered into a Reconstruction and Conditional Sale Agreement and a Finance Agreement, both dated as of April 1, 1976 (hereinafter referred to collectively as the "Agreement"), covering the reconstruction and sale of certain railroad equipment described in Schedule A hereto (hereinafter referred to as the "Equipment");

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act on April 22, 1976, and assigned Recordation No. 8297;

WHEREAS, the Railroad as builder of the Equipment thereafter transferred to the Agent, title to the Equipment free of all claims, liens and encumbrances;

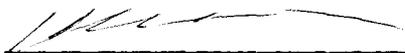
WHEREAS, the Agent has been paid the full indebtedness in respect of the purchase price of the Equipment, together with interest and all other payments as provided in the Agreement and the Railroad has performed all obligations therein contained.

NOW THEREFORE, the Agent, in accordance with the provisions of the Agreement does hereby (a) acknowledge that the Agreement has been satisfied in full and (b) sell, assign and transfer to the Railroad all its title and property interest in the Equipment described in Schedule A, free of all liens and encumbrances created or retained by the Agreement.

This Satisfaction and Bill of Sale is simultaneously executed in several counterparts, each of which so executed is deemed to be an original and such counterparts together constitute but one and the same instrument.

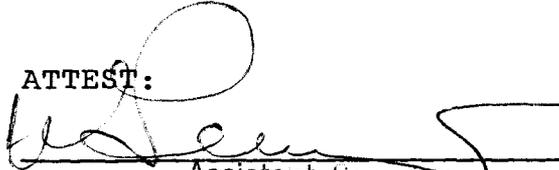
IN WITNESS WHEREOF, The Connecticut Bank and Trust Company, as Agent, has caused its corporate name to be hereunto subscribed and its corporate seal to be duly affixed and attested by its officers thereunto duly authorized this 3<sup>RD</sup> day of February, 1988.

THE CONNECTICUT BANK AND TRUST  
COMPANY

By: 

ASSISTANT VICE PRESIDENT

ATTEST:

  
Assistant Secretary

STATE OF CONNECTICUT     )  
  )     ss.  
COUNTY OF HARTFORD     )

On this 3<sup>RD</sup> day of FEBRUARY, 1988, before me personally appeared V. Kreuscher, to me personally known, who being by me duly sworn, says that he/she is a ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company, that the seal 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/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

My Commission Expires \_\_\_\_\_

DAWN PICCOLI HEINTZ  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1992

Schedule A

EQUIPMENT

<u>No. of Units</u>	<u>Description</u>	<u>Numbered BN</u>
28	40-foot Box Cars	199701, 199713, 199715, 199718, 199720, 199722- 199724, 199726, 199727, 199745, 199754, 199762, 199768, 199770, 199783, 199784, 199790, 199796, 199799, 199900, 199901, 199903, 199905, 199907- 199909, 199916.