



BURLINGTON NORTHERN RAILROAD

9-166A081

LAW DEPARTMENT

3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102
(817) 878-2385
Docket No. BN 4181

FEDERAL EXPRESS

June 14, 1989

RECORDATION NO 7408-B FILED 1425

JUN 15 1989 -12 50 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee, Recordations
Interstate Commerce Commission
Room 2303
12th and Constitution Ave., N.W.
Washington, D.C. 20423

Re: Document for Recordation: Bill of Sale to Burlington Northern Inc. (now Burlington Northern Railroad Company) Lease of Railroad Equipment, Dated as of February 1, 1974

Dear Ms. Lee:

I am enclosing an original and one verified copy 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 Bill of Sale, dated April 5, 1989, by which all right, title and interest in and to the existing equipment covered by the Burlington Northern Inc. (now Burlington Northern Railroad Company) Lease of Railroad Equipment, dated as of February 1, 1974, is conveyed to Burlington Northern Railroad Company.

The primary document to which the Bill of Sale is connected, was recorded with the Interstate Commerce Commission on February 22, 1974, and assigned Recordation No. 7408-B.

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

Seller: Exchange National Bank of Chicago
120 South LaSalle Street
Chicago, Illinois 60603

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

A general description of the equipment covered by the enclosed Bill of Sale is included in said document.

Ms. Mildred Lee
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A fee of \$13.00 is enclosed for recording the 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:

Bill of Sale, dated April 5, 1989, to the Burlington Northern Inc. (now Burlington Northern Railroad Company) Lease of Railroad Equipment (ICC Recordation No. 7408-B, February 22, 1974), conveying the equipment described in said document.

Very truly yours,



Rebecca R. Martin
Legal Assistant

RRM/ab,29
Enclosures

RECORDATION NO 7408-2 FILED 1428

VERIFICATION

JUN 15 1989 -12 50 PM

INTERSTATE COMMERCE COMMISSION

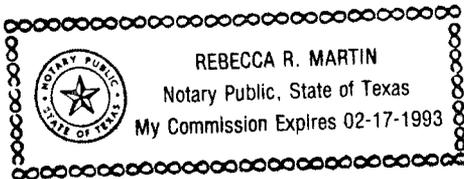
THE STATE OF TEXAS (
COUNTY OF TARRANT (ss.

Francis T. Kelly, SEC Counsel, Burlington Northern Railroad Company, being duly sworn, deposes and states that he has compared the attached copy with the original document and has found the copy to be complete and identical in all respects to the original document.

Francis T. Kelly (handwritten signature)
Francis T. Kelly

Subscribed and sworn to before me
this 14th day of June, 1989.

Rebecca R. Martin
Notary Public in and for the
State of Texas



RECORDATION NO

7408-12
FILED 1423

JUN 15 1989 - 12 50 PM
INTRSTATE COMMERCE COMMISSION

BILL OF SALE

For valuable consideration, Exchange National Bank of Chicago, not in its individual capacity but solely as Trustee ("Seller") does hereby sell, assign, transfer and convey absolutely to Burlington Northern Railroad ("Purchaser"), all of Seller's right, title and interest in and to the following described personal property:

Nine (9) General Motors Model SD 40-2 Locomotives,
Road Nos. BN 6366, BN 6368-6373, BN 6850 and BN 6950

Said property is sold on an "as-is, where-is" basis, without any covenant or warranty, express or implied, of any nature whatsoever except that Seller covenants and warrants that it is the lawful owner of said property and has the right to convey said property to the Buyer, and that said property is transferred to Purchaser free and clear of all liens, claims, security interests and encumbrances of any person whatsoever claiming or laying claim to such property by, through or under Seller. THE WARRANTY IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT BY VIRTUE OF HAVING SOLD THE EQUIPMENT HERewith, BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. By acceptance of said property transferred hereunder, Buyer agrees to pay all sales and use taxes assessed or levied in connection with such sale or transfer.

TO HAVE AND TO HOLD the property unto the Buyer, its successors and assigns, for its and their own use, forever.

IN WITNESS HEREOF, the Seller has caused this Bill of Sale to be executed on its behalf on this 5th day of April, 1989.

Exchange National Bank of Chicago

By: [Signature]

Title: Vice President