BURLINGTON NORTHERN RAILROAD

LAW DEPARTMENT

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

(817) 878-2385

9-221A008

Docket No. BN 4400

RECORDATION NO. 7476-C FILED 1425

AUG 9 1989 -11 40 AM

INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

August 8, 1989

Ms. Mildred Lee, Recordations
Interstate Commerce Commission
Room 2303
12th and Constitution Avenue, 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 April 1, 1974

Dear Ms. Lee:

I am enclosing two 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 Bill of Sale, dated July 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 April 1, 1974, is conveyed to BN Leasing Corporation.

The primary document to which the Bill of Sale is connected, was recorded with the Interstate Commerce Commission on April 15, 1974, and assigned Recordation No. 7476.

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

Seller: Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

Purchaser: BN Leasing Corporation
3800 Continental Plaza
777 Main Street
Fort Worth, Texas 76102

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

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 July 5, 1989, to the Burlington Northern Inc. (now Burlington Northern Railroad Company) Lease of Railroad Equipment (ICC Recordation No. 7476, April 15, 1974), conveying the equipment described on Exhibit A of said document.

Very truly yours,

Rebecca R. Martin

Rebecca R. Martin
Legal Assistant

RRM/aa,14

Enclosures

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INTERSTATE COMMERCE COMMISSION

Executed in 7 Counterparts
of which this is No. 5

BILL OF SALE

For and in consideration of the sum of One Dollar ($1) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Westinghouse Credit Corporation (the "Seller") does hereby sell, grant, transfer, and deliver all its right, title and interest in and to the equipment further described on Exhibit A hereto (the "Equipment") unto BN Leasing Corporation (formerly BNI Leasing Company) (the "Purchaser") and to its successors and assigns, to have and to hold said Equipment forever. The Equipment is sold "as is" and "where is" and the description of the Equipment is for the sole purpose of identifying it and is not part of the basis of the bargain.

And Seller does for itself, its successors and assigns, covenant and agree with Purchaser, its successors and assigns, that Seller is sole lawful owner of the Equipment and is fully empowered to transfer title to Purchaser, and title is hereby transferred to Purchaser free and clear of all liens, charges, liabilities, claims, security interests, and encumbrances of any person whatsoever; and Seller warrants to defend the sale and title of the Equipment unto Purchaser, its successors and assigns, against all and every person and persons whomsoever claiming or laying claim to the same, by, through, or under Seller or its predecessors in interest, except for any defects in title or liens or encumbrances in or to the Equipment arising by reason of Purchaser's own acts.

THE WARRANTY SET FORTH IN THE FOREGOING 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 HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT.

This 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, we have set our hand and seal this 5th day of July, 1989.

WESTINGHOUSE CREDIT CORPORATION

By: _____
Tom E. Flickinger
Vice President, Portfolio Management

ATTEST:

_____
Assistant Secretary

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On this 5th day of July, 1989, before me personally appeared Tom E. Flickinger, to me personally known, who, being by me duly sworn, says that he/she is a Vice President, Portfolio Managemen of Westinghouse Credit Corporation, 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.

Mary Ann Kelleher
Notary Public

My Commission Expires:

NOTARIAL SEAL
MARY ANN KELLEHER, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires Nov. 30, 1989

EXHIBIT A

EQUIPMENT

No.	Description	BN Nos.
8	General Motors (EMD) SD-40-2 locomotives	6378-6385, inclusive