

A fee of \$ 13.00 is enclosed. Please return the originals and any copies not needed by the Commission for recordation to me.

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

Partial termination of Conditional Sale Agreement, Lease, Assignment of Lease, Agreement and Assignment, and Finance Agreement between Westinghouse Credit Corporation and Helm Financial Corporation all dated as of April 1, 1974 covering eight (8) locomotives numbered BN5825, BN5828, BN5830, BN5929, BN5931, BN5932, BN5934 and BN5937.

You are hereby authorized to deliver two copies of the partial termination with filing data noted thereon, following recordation, to the representative of Messrs. Sidley & Austin, who is delivering this letter and said enclosures to you.

MCCANN, GARLAND, RIDALL & BURKE

By *McCann Garland Ridall + Burke*

Enclosure

07LT31/23
4589-1615

APR 6 1989 - 12 25 PM

INTERSTATE COMMERCE COMMISSION
PARTIAL RELEASE AND TERMINATION OF
CONDITIONAL SALE AGREEMENT, LEASE, ASSIGNMENT OF LEASE
AND AGREEMENT AND ASSIGNMENT, AND FINANCE AGREEMENT

THIS PARTIAL RELEASE AND TERMINATION OF: (i) Finance Agreement dated as of April 1, 1974, among The First Pennsylvania Banking and Trust Company, as Agent, ("Agent") Burlington Northern Inc. ("BN") and the parties named in Schedule A thereto ("Participants") ("Finance Agreement"); (ii) Conditional Sale Agreement dated as of April 1, 1974 among General Electric Company ("Builder"), Exchange National Bank of Chicago, as Trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation, ("Trustee") and BN ("Conditional Sale Agreement"); (iii) Lease of Railroad Equipment dated as of April 1, 1974 between BN and Trustee ("Lease"); (iv) Assignment of Lease and Agreement dated as of April 1, 1974 by and between Trustee and Agent ("Assignment of Lease"); (v) Agreement and Assignment dated as of April 1, 1974 between Builder and Agent ("Agreement and Assignment"); (collectively the "Agreements") for the benefit of Trustee or its designee, dated as of March 23, 1989.

1. Recitals. Pursuant to the terms of the Finance Agreement Trustee, as trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation ("WCC") and Builder entered into the Conditional Sale Agreement for the purchase of Units of Railroad Equipment, including the Units described in Exhibit A annexed hereto and herein referred to as the "Units". Agent and Builder entered into the Agreement and Assignment pursuant to which Agent acquired the right, security title and interest of Builder under the Conditional Sale Agreement in the units of equipment including the Units. The units of equipment including the Units were leased to BN by Trustee pursuant to the Lease. The Lease was assigned to the Agent pursuant to the Assignment of Lease.

Trustee, WCC, and Agent and the Participants have agreed to:
(i) release and terminate all of its rights, interest and title in the Units, the Conditional Sale Agreement and the Lease as it relates to the Units; and (ii) terminate the Agreements, as each relates to the Units.

2. Partial Release and Termination of Agreements. Each of the Undersigned's right, title and interest, including without limitation any security interests, of whatever nature and kind, relating to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement, and any other right interest granted to or credited for the benefit of each of the Undersigned pursuant to the Agreements, only as said Agreements relate to the Units, and except as to such rights and interests which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall be and is hereby released and terminated upon the filing of this Partial Release and Termination with the Interstate Commerce Commission, and each of the undersigned's right, title and interest, if any, including without limitation any security interests, in and to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement and any other right or interest created for the benefit of or granted pursuant to the Agreements, only as said Agreements relate to the Units, except as such rights and interest which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall and has become null and void.

3. Counterpart Execution. This Partial Termination may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original. Although for convenience, this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

4. Further Assurances. The parties hereto agree to execute and deliver such additional documents as may be required to complete the transactions described herein, including without limitation any bills of sale or other releases of all interests from the undersigned to Trustee or its designee for the purpose of transferring any and all interest in the Units to Trustee or its designee.

5. Retention of Certain Rights and Survival of Certain Obligations. Notwithstanding the above, the Participants and Agent do not hereby release or terminate any rights it may have against BN or release any obligations of BN under the Lease including without limitation its obligations regarding indemnities, pursuant to Article 9, taxes, pursuant to Article 6, or any other obligations arising from representations in the Lease that survive the partial termination of the Lease.

6. Definitions. Terms used herein which are defined in the Agreements or in any document executed in connection with the Agreements shall have the same meaning herein as therein.

7. Remaining Terms. Except as expressly set forth herein, the remaining terms, covenants and conditions set forth in the Agreements shall remain in full force and effect, unamended and unmodified, including without limitation all right, title and interest of each of the undersigned in the Units of Equipment as defined in the Agreements other than the Units.

IN WITNESS WHEREOF, each of the undersigned, pursuant to due authority, has executed this Partial Termination as of the date first above written.

ATTEST:

THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, AS AGENT

Name: Shir A. Buchanan
Title: CORP. TRUST OFF. ASST
SECT
(CORPORATE SEAL)

By: _____
Title: ASSOCIATE VICE PRESIDENT

ATTEST:

STATE OF WISCONSIN INVESTMENT BOARD

Name: _____
Title: _____
(CORPORATE SEAL)

By: _____
Title: _____

ATTEST:

BANKERS LIFE COMPANY

Name: _____
Title: _____
(CORPORATE SEAL)

By: _____
Title: _____

ATTEST:

ROYAL NEIGHBORS OF AMERICA

Name: _____
Title: _____
(CORPORATE SEAL)

By: _____
Title: _____

ATTEST:

CONTINENTAL ASSURANCE COMPANY

Name: _____
Title: _____
(CORPORATE SEAL)

By: _____
Title: _____

ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

MODERN WOODMEN OF AMERICA

By: _____
Title: _____

ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

0754/M

EXHIBIT A

DESCRIPTION OF EQUIPMENT:

Eight (8) General Electric Company, Model U-30-C, 3000 H.P.
Diesel-Electric Locomotives

BN 5825

BN 5828

BN 5830

BN 5929

BN 5931

BN 5932

BN 5934

BN 5937

0754/N

PARTIAL RELEASE AND TERMINATION OF
CONDITIONAL SALE AGREEMENT, LEASE, ASSIGNMENT OF LEASE
AND AGREEMENT AND ASSIGNMENT, AND FINANCE AGREEMENT

THIS PARTIAL RELEASE AND TERMINATION OF: (i) Finance Agreement dated as of April 1, 1974, among The First Pennsylvania Banking and Trust Company, as Agent, ("Agent") Burlington Northern Inc. ("BN") and the parties named in Schedule A thereto ("Participants") ("Finance Agreement"); (ii) Conditional Sale Agreement dated as of April 1, 1974 among General Electric Company ("Builder"), Exchange National Bank of Chicago, as Trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation, ("Trustee") and BN ("Conditional Sale Agreement"); (iii) Lease of Railroad Equipment dated as of April 1, 1974 between BN and Trustee ("Lease"); (iv) Assignment of Lease and Agreement dated as of April 1, 1974 by and between Trustee and Agent ("Assignment of Lease"); (v) Agreement and Assignment dated as of April 1, 1974 between Builder and Agent ("Agreement and Assignment"); (collectively the "Agreements") for the benefit of Trustee or its designee, dated as of March 23, 1989.

1. Recitals. Pursuant to the terms of the Finance Agreement Trustee, as trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation ("WCC") and Builder entered into the Conditional Sale Agreement for the purchase of Units of Railroad Equipment, including the Units described in Exhibit A annexed hereto and herein referred to as the "Units". Agent and Builder entered into the Agreement and Assignment pursuant to which Agent acquired the right, security title and interest of Builder under the Conditional Sale Agreement in the units of equipment including the Units. The units of equipment including the Units were leased to BN by Trustee pursuant to the Lease. The Lease was assigned to the Agent pursuant to the Assignment of Lease.

Trustee, WCC, and Agent and the Participants have agreed to:
(i) release and terminate all of its rights, interest and title in the Units, the Conditional Sale Agreement and the Lease as it relates to the Units; and (ii) terminate the Agreements, as each relates to the Units.

2. Partial Release and Termination of Agreements. Each of the Undersigned's right, title and interest, including without limitation any security interests, of whatever nature and kind, relating to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement, and any other right interest granted to or credited for the benefit of each of the Undersigned pursuant to the Agreements, only as said Agreements relate to the Units, and except as to such rights and interests which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall be and is hereby released and terminated upon the filing of this Partial Release and Termination with the Interstate Commerce Commission, and each of the undersigned's right, title and interest, if any, including without limitation any security interests, in and to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement and any other right or interest created for the benefit of or granted pursuant to the Agreements, only as said Agreements relate to the Units, except as such rights and interest which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall and has become null and void.

3. Counterpart Execution. This Partial Termination may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original. Although for convenience, this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

4. Further Assurances. The parties hereto agree to execute and deliver such additional documents as may be required to complete the transactions described herein, including without limitation any bills of sale or other releases of all interests from the undersigned to Trustee or its designee for the purpose of transferring any and all interest in the Units to Trustee or its designee.

5. Retention of Certain Rights and Survival of Certain Obligations. Notwithstanding the above, the Participants and Agent do not hereby release or terminate any rights it may have against BN or release any obligations of BN under the Lease including without limitation its obligations regarding indemnities, pursuant to Article 9, taxes, pursuant to Article 6, or any other obligations arising from representations in the Lease that survive the partial termination of the Lease.

6. Definitions. Terms used herein which are defined in the Agreements or in any document executed in connection with the Agreements shall have the same meaning herein as therein.

7. Remaining Terms. Except as expressly set forth herein, the remaining terms, covenants and conditions set forth in the Agreements shall remain in full force and effect, unamended and unmodified, including without limitation all right, title and interest of each of the undersigned in the Units of Equipment as defined in the Agreements other than the Units.

IN WITNESS WHEREOF, each of the undersigned, pursuant to due authority, has executed this Partial Termination as of the date first above written.

ATTEST:

THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, AS AGENT

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

STATE OF WISCONSIN INVESTMENT BOARD

Name: Jon R. Penner
Title: Asst Dir. - Liquid Asset

By: Mark G. Ulevich
Title: _____
**Mark G. Ulevich, Assistant Investment Director
State of Wisconsin Investment Board**

(CORPORATE SEAL)

ATTEST:

BANKERS LIFE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

ROYAL NEIGHBORS OF AMERICA

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

CONTINENTAL ASSURANCE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

MODERN WOODMEN OF AMERICA

By: _____
Title: _____

ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

0754/M

EXHIBIT A

DESCRIPTION OF EQUIPMENT:

Eight (8) General Electric Company, Model U-30-C, 3000 H.P.
Diesel-Electric Locomotives

BN 5825

BN 5828

BN 5830

BN 5929

BN 5931

BN 5932

BN 5934

BN 5937

0754/N

PARTIAL RELEASE AND TERMINATION OF
CONDITIONAL SALE AGREEMENT, LEASE, ASSIGNMENT OF LEASE
AND AGREEMENT AND ASSIGNMENT, AND FINANCE AGREEMENT

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1. Recitals. Pursuant to the terms of the Finance Agreement Trustee, as trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation ("WCC") and Builder entered into the Conditional Sale Agreement for the purchase of Units of Railroad Equipment, including the Units described in Exhibit A annexed hereto and herein referred to as the "Units". Agent and Builder entered into the Agreement and Assignment pursuant to which Agent acquired the right, security title and interest of Builder under the Conditional Sale Agreement in the units of equipment including the Units. The units of equipment including the Units were leased to BN by Trustee pursuant to the Lease. The Lease was assigned to the Agent pursuant to the Assignment of Lease.

Trustee, WCC, and Agent and the Participants have agreed to: (i) release and terminate all of its rights, interest and title in the Units, the Conditional Sale Agreement and the Lease as it relates to the Units; and (ii) terminate the Agreements, as each relates to the Units.

2. Partial Release and Termination of Agreements. Each of the Undersigned's right, title and interest, including without limitation any security interests, of whatever nature and kind, relating to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement, and any other right interest granted to or credited for the benefit of each of the Undersigned pursuant to the Agreements, only as said Agreements relate to the Units, and except as to such rights and interests which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall be and is hereby released and terminated upon the filing of this Partial Release and Termination with the Interstate Commerce Commission, and each of the undersigned's right, title and interest, if any, including without limitation any security interests, in and to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement and any other right or interest created for the benefit of or granted pursuant to the Agreements, only as said Agreements relate to the Units, except as such rights and interest which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall and has become null and void.

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5. Retention of Certain Rights and Survival of Certain Obligations. Notwithstanding the above, the Participants and Agent do not hereby release or terminate any rights it may have against BN or release any obligations of BN under the Lease including without limitation its obligations regarding indemnities, pursuant to Article 9, taxes, pursuant to Article 6, or any other obligations arising from representations in the Lease that survive the partial termination of the Lease.

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IN WITNESS WHEREOF, each of the undersigned, pursuant to due authority, has executed this Partial Termination as of the date first above written.

ATTEST:

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, AS AGENT

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

STATE OF WISCONSIN INVESTMENT
BOARD

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY,
Formerly known as
BANKERS LIFE COMPANY

Name: A. P. Franzenburg
Title: S. P. FRANZENBURG
Director & Secretary
Investment Property Management

By: John D. Cleavenger
Title: JOHN D. CLEAVENGER, Assistant Counsel

(CORPORATE SEAL)

By: Robert E. Wilkins
Title: Robert E. Wilkins
Vice President - Securities

ATTEST:

ROYAL NEIGHBORS OF AMERICA

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

CONTINENTAL ASSURANCE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

MODERN WOODMEN OF AMERICA

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

WOODMEN ACCIDENT AND LIFE
COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

0754/M

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 27th day of March, 1989, before me, personally appeared John D. Cleavenger and Robert E. Wilkins to me personally known, who being by me duly sworn, says that they are the Assistant Counsel and Vice President-Securities of PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, formerly known as Bankers Life 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Helen L. Boles
Notary Public

(SEAL)



STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 1989, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he is a _____ of ROYAL NEIGHBORS OF AMERICA, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

0754/M

EXHIBIT A

DESCRIPTION OF EQUIPMENT:

Eight (8) General Electric Company, Model U-30-C, 3000 H.P.
Diesel-Electric Locomotives

BN 5825

BN 5828

BN 5830

BN 5929

BN 5931

BN 5932

BN 5934

BN 5937

0754/N

PARTIAL RELEASE AND TERMINATION OF
CONDITIONAL SALE AGREEMENT, LEASE, ASSIGNMENT OF LEASE
AND AGREEMENT AND ASSIGNMENT, AND FINANCE AGREEMENT

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1. Recitals. Pursuant to the terms of the Finance Agreement Trustee, as trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation ("WCC") and Builder entered into the Conditional Sale Agreement for the purchase of Units of Railroad Equipment, including the Units described in Exhibit A annexed hereto and herein referred to as the "Units". Agent and Builder entered into the Agreement and Assignment pursuant to which Agent acquired the right, security title and interest of Builder under the Conditional Sale Agreement in the units of equipment including the Units. The units of equipment including the Units were leased to BN by Trustee pursuant to the Lease. The Lease was assigned to the Agent pursuant to the Assignment of Lease.

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IN WITNESS WHEREOF, each of the undersigned, pursuant to due authority, has executed this Partial Termination as of the date first above written.

ATTEST:

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, AS AGENT

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

STATE OF WISCONSIN INVESTMENT
BOARD

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

BANKERS LIFE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

ROYAL NEIGHBORS OF AMERICA

Name: Carole D. Dick
Title: Secretary (Supreme Recorder)

By: Richard J. Ghyse
Title: President (Supreme Oracle)

(CORPORATE SEAL)

ATTEST:

CONTINENTAL ASSURANCE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

MODERN WOODMEN OF AMERICA

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

WOODMEN ACCIDENT AND LIFE
COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

0754/M

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 1989, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he is a _____ of BANKERS LIFE 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

STATE OF Illinois)
COUNTY OF Rock Island) SS:

On this 23rd day of March, 1989, before me, personally appeared Delores J. Ghys to me personally known, who being by me duly sworn, says that she is ~~the~~ President (Supreme Grantee) of ROYAL NEIGHBORS OF AMERICA, 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 ^{Supreme} Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Julie A. Gustafson
Notary Public



(SEAL)

0754/M

EXHIBIT A

DESCRIPTION OF EQUIPMENT:

Eight (8) General Electric Company, Model U-30-C, 3000 H.P.
Diesel-Electric Locomotives

BN 5825

BN 5828

BN 5830

BN 5929

BN 5931

BN 5932

BN 5934

BN 5937

0754/N

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AND AGREEMENT AND ASSIGNMENT, AND FINANCE AGREEMENT

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Trustee, WCC, and Agent and the Participants have agreed to:
(i) release and terminate all of its rights, interest and title in the Units, the Conditional Sale Agreement and the Lease as it relates to the Units; and (ii) terminate the Agreements, as each relates to the Units.

2. Partial Release and Termination of Agreements. Each of the Undersigned's right, title and interest, including without limitation any security interests, of whatever nature and kind, relating to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement, and any other right interest granted to or credited for the benefit of each of the Undersigned pursuant to the Agreements, only as said Agreements relate to the Units, and except as to such rights and interests which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall be and is hereby released and terminated upon the filing of this Partial Release and Termination with the Interstate Commerce Commission, and each of the undersigned's right, title and interest, if any, including without limitation any security interests, in and to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement and any other right or interest created for the benefit of or granted pursuant to the Agreements, only as said Agreements relate to the Units, except as such rights and interest which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall and has become null and void.

3. Counterpart Execution. This Partial Termination may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original. Although for convenience, this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

4. Further Assurances. The parties hereto agree to execute and deliver such additional documents as may be required to complete the transactions described herein, including without limitation any bills of sale or other releases of all interests from the undersigned to Trustee or its designee for the purpose of transferring any and all interest in the Units to Trustee or its designee.

5. Retention of Certain Rights and Survival of Certain Obligations. Notwithstanding the above, the Participants and Agent do not hereby release or terminate any rights it may have against BN or release any obligations of BN under the Lease including without limitation its obligations regarding indemnities, pursuant to Article 9, taxes, pursuant to Article 6, or any other obligations arising from representations in the Lease that survive the partial termination of the Lease.

6. Definitions. Terms used herein which are defined in the Agreements or in any document executed in connection with the Agreements shall have the same meaning herein as therein.

7. Remaining Terms. Except as expressly set forth herein, the remaining terms, covenants and conditions set forth in the Agreements shall remain in full force and effect, unamended and unmodified, including without limitation all right, title and interest of each of the undersigned in the Units of Equipment as defined in the Agreements other than the Units.

IN WITNESS WHEREOF, each of the undersigned, pursuant to due authority, has executed this Partial Termination as of the date first above written.

ATTEST:

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, AS AGENT

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

STATE OF WISCONSIN INVESTMENT
BOARD

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

BANKERS LIFE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

ROYAL NEIGHBORS OF AMERICA

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

CONTINENTAL ASSURANCE COMPANY

Name: Wayne R Gulane
Title: Assistant Secretary

By: [Signature]
Title: Vice President

(CORPORATE SEAL)

On Behalf of its Separate Account
Continental Assurance Company
Pension Investment Fund

ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

MODERN WOODMEN OF AMERICA

By: _____
Title: _____

ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

0754/M

STATE OF Illinois)
) SS:
COUNTY OF Cook)

On this 28th day of March, 1989, before me, personally appeared Richard W. Dubberke to me personally known, who being by me duly sworn, says that he is a Vice President of CONTINENTAL ASSURANCE 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Charlotte J. Owen
Notary Public



STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 1989, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he is a _____ of MODERN WOODMEN OF AMERICA, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

0754/M

EXHIBIT A

DESCRIPTION OF EQUIPMENT:

Eight (8) General Electric Company, Model U-30-C, 3000 H.P.
Diesel-Electric Locomotives

BN 5825

BN 5828

BN 5830

BN 5929

BN 5931

BN 5932

BN 5934

BN 5937

0754/N

PARTIAL RELEASE AND TERMINATION OF
CONDITIONAL SALE AGREEMENT, LEASE, ASSIGNMENT OF LEASE
AND AGREEMENT AND ASSIGNMENT, AND FINANCE AGREEMENT

THIS PARTIAL RELEASE AND TERMINATION OF: (i) Finance Agreement dated as of April 1, 1974, among The First Pennsylvania Banking and Trust Company, as Agent, ("Agent") Burlington Northern Inc. ("BN") and the parties named in Schedule A thereto ("Participants") ("Finance Agreement"); (ii) Conditional Sale Agreement dated as of April 1, 1974 among General Electric Company ("Builder"), Exchange National Bank of Chicago, as Trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation, ("Trustee") and BN ("Conditional Sale Agreement"); (iii) Lease of Railroad Equipment dated as of April 1, 1974 between BN and Trustee ("Lease"); (iv) Assignment of Lease and Agreement dated as of April 1, 1974 by and between Trustee and Agent ("Assignment of Lease"); (v) Agreement and Assignment dated as of April 1, 1974 between Builder and Agent ("Agreement and Assignment"); (collectively the "Agreements") for the benefit of Trustee or its designee, dated as of March 23, 1989.

1. Recitals. Pursuant to the terms of the Finance Agreement Trustee, as trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation ("WCC") and Builder entered into the Conditional Sale Agreement for the purchase of Units of Railroad Equipment, including the Units described in Exhibit A annexed hereto and herein referred to as the "Units". Agent and Builder entered into the Agreement and Assignment pursuant to which Agent acquired the right, security title and interest of Builder under the Conditional Sale Agreement in the units of equipment including the Units. The units of equipment including the Units were leased to BN by Trustee pursuant to the Lease. The Lease was assigned to the Agent pursuant to the Assignment of Lease.

Trustee, WCC, and Agent and the Participants have agreed to: (i) release and terminate all of its rights, interest and title in the Units, the Conditional Sale Agreement and the Lease as it relates to the Units; and (ii) terminate the Agreements, as each relates to the Units.

2. Partial Release and Termination of Agreements. Each of the Undersigned's right, title and interest, including without limitation any security interests, of whatever nature and kind, relating to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement, and any other right interest granted to or credited for the benefit of each of the Undersigned pursuant to the Agreements, only as said Agreements relate to the Units, and except as to such rights and interests which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall be and is hereby released and terminated upon the filing of this Partial Release and Termination with the Interstate Commerce Commission, and each of the undersigned's right, title and interest, if any, including without limitation any security interests, in and to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement and any other right or interest created for the benefit of or granted pursuant to the Agreements, only as said Agreements relate to the Units, except as such rights and interest which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall and has become null and void.

3. Counterpart Execution. This Partial Termination may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original. Although for convenience, this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

4. Further Assurances. The parties hereto agree to execute and deliver such additional documents as may be required to complete the transactions described herein, including without limitation any bills of sale or other releases of all interests from the undersigned to Trustee or its designee for the purpose of transferring any and all interest in the Units to Trustee or its designee.

5. Retention of Certain Rights and Survival of Certain Obligations. Notwithstanding the above, the Participants and Agent do not hereby release or terminate any rights it may have against BN or release any obligations of BN under the Lease including without limitation its obligations regarding indemnities, pursuant to Article 9, taxes, pursuant to Article 6, or any other obligations arising from representations in the Lease that survive the partial termination of the Lease.

6. Definitions. Terms used herein which are defined in the Agreements or in any document executed in connection with the Agreements shall have the same meaning herein as therein.

7. Remaining Terms. Except as expressly set forth herein, the remaining terms, covenants and conditions set forth in the Agreements shall remain in full force and effect, unamended and unmodified, including without limitation all right, title and interest of each of the undersigned in the Units of Equipment as defined in the Agreements other than the Units.

IN WITNESS WHEREOF, each of the undersigned, pursuant to due authority, has executed this Partial Termination as of the date first above written.

ATTEST:

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, AS AGENT

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

STATE OF WISCONSIN INVESTMENT
BOARD

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

BANKERS LIFE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

ROYAL NEIGHBORS OF AMERICA

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

CONTINENTAL ASSURANCE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

MODERN WOODMEN OF AMERICA

By: *[Signature]*
Title: Treasurer and Investment Manager

ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

0754/M

EXHIBIT A

DESCRIPTION OF EQUIPMENT:

Eight (8) General Electric Company, Model U-30-C, 3000 H.P.
Diesel-Electric Locomotives

BN 5825

BN 5828

BN 5830

BN 5929

BN 5931

BN 5932

BN 5934

BN 5937

0754/N

PARTIAL RELEASE AND TERMINATION OF
CONDITIONAL SALE AGREEMENT, LEASE, ASSIGNMENT OF LEASE
AND AGREEMENT AND ASSIGNMENT, AND FINANCE AGREEMENT

THIS PARTIAL RELEASE AND TERMINATION OF: (i) Finance Agreement dated as of April 1, 1974, among The First Pennsylvania Banking and Trust Company, as Agent, ("Agent") Burlington Northern Inc. ("BN") and the parties named in Schedule A thereto ("Participants") ("Finance Agreement"); (ii) Conditional Sale Agreement dated as of April 1, 1974 among General Electric Company ("Builder"), Exchange National Bank of Chicago, as Trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation, ("Trustee") and BN ("Conditional Sale Agreement"); (iii) Lease of Railroad Equipment dated as of April 1, 1974 between BN and Trustee ("Lease"); (iv) Assignment of Lease and Agreement dated as of April 1, 1974 by and between Trustee and Agent ("Assignment of Lease"); (v) Agreement and Assignment dated as of April 1, 1974 between Builder and Agent ("Agreement and Assignment"); (collectively the "Agreements") for the benefit of Trustee or its designee, dated as of March 23, 1989.

1. Recitals. Pursuant to the terms of the Finance Agreement Trustee, as trustee under a Trust Agreement dated as of April 1, 1974 with Westinghouse Credit Corporation ("WCC") and Builder entered into the Conditional Sale Agreement for the purchase of Units of Railroad Equipment, including the Units described in Exhibit A annexed hereto and herein referred to as the "Units". Agent and Builder entered into the Agreement and Assignment pursuant to which Agent acquired the right, security title and interest of Builder under the Conditional Sale Agreement in the units of equipment including the Units. The units of equipment including the Units were leased to BN by Trustee pursuant to the Lease. The Lease was assigned to the Agent pursuant to the Assignment of Lease.

Trustee, WCC, and Agent and the Participants have agreed to: (i) release and terminate all of its rights, interest and title in the Units, the Conditional Sale Agreement and the Lease as it relates to the Units; and (ii) terminate the Agreements, as each relates to the Units.

2. Partial Release and Termination of Agreements. Each of the Undersigned's right, title and interest, including without limitation any security interests, of whatever nature and kind, relating to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement, and any other right interest granted to or credited for the benefit of each of the Undersigned pursuant to the Agreements, only as said Agreements relate to the Units, and except as to such rights and interests which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall be and is hereby released and terminated upon the filing of this Partial Release and Termination with the Interstate Commerce Commission, and each of the undersigned's right, title and interest, if any, including without limitation any security interests, in and to the Units, the Lease, the Conditional Sale Agreement, any sums due pursuant to the Conditional Sale Agreement and any other right or interest created for the benefit of or granted pursuant to the Agreements, only as said Agreements relate to the Units, except as such rights and interest which have been transferred to Trustee pursuant to a Bill of Sale of even date hereof, shall and has become null and void.

3. Counterpart Execution. This Partial Termination may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original. Although for convenience, this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

4. Further Assurances. The parties hereto agree to execute and deliver such additional documents as may be required to complete the transactions described herein, including without limitation any bills of sale or other releases of all interests from the undersigned to Trustee or its designee for the purpose of transferring any and all interest in the Units to Trustee or its designee.

5. Retention of Certain Rights and Survival of Certain Obligations. Notwithstanding the above, the Participants and Agent do not hereby release or terminate any rights it may have against BN or release any obligations of BN under the Lease including without limitation its obligations regarding indemnities, pursuant to Article 9, taxes, pursuant to Article 6, or any other obligations arising from representations in the Lease that survive the partial termination of the Lease.

6. Definitions. Terms used herein which are defined in the Agreements or in any document executed in connection with the Agreements shall have the same meaning herein as therein.

7. Remaining Terms. Except as expressly set forth herein, the remaining terms, covenants and conditions set forth in the Agreements shall remain in full force and effect, unamended and unmodified, including without limitation all right, title and interest of each of the undersigned in the Units of Equipment as defined in the Agreements other than the Units.

IN WITNESS WHEREOF, each of the undersigned, pursuant to due authority, has executed this Partial Termination as of the date first above written.

ATTEST:

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, AS AGENT

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

STATE OF WISCONSIN INVESTMENT
BOARD

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

BANKERS LIFE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

ROYAL NEIGHBORS OF AMERICA

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

CONTINENTAL ASSURANCE COMPANY

Name: _____
Title: _____

By: _____
Title: _____

(CORPORATE SEAL)

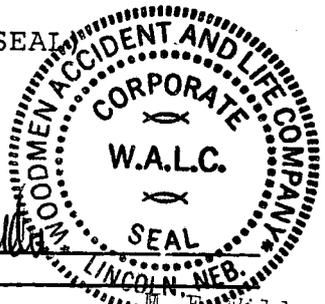
ATTEST:

Name: _____
Title: _____

(CORPORATE SEAL)

ATTEST:

Name: W.K. Wilder
Title: _____



(CORPORATE SEAL) Vice President and
Assistant Treasurer

0754/M

MODERN WOODMEN OF AMERICA

By: _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY

By: [Signature]
Title: Senior Vice President
and Treasurer

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 1989, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he is a _____ of BANKERS LIFE 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 1989, before me, personally appeared _____ to me personally known, who being by me duly sworn, says that he is a _____ of ROYAL NEIGHBORS OF AMERICA, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

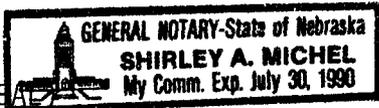
0754/M

STATE OF Nebraska)
COUNTY OF Lancaster) SS:

On this 23rd day of March, 1989, before me, personally appeared H. A. Wiebers to me personally known, who being by me duly sworn, says that he is a Senior Vice President and Treasurer of WOODMEN ACCIDENT AND LIFE 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Shirley A. Michel

Notary Public



(SEAL)

0754/M

EXHIBIT A

DESCRIPTION OF EQUIPMENT:

Eight (8) General Electric Company, Model U-30-C, 3000 H.P.
Diesel-Electric Locomotives

BN 5825

BN 5828

BN 5830

BN 5929

BN 5931

BN 5932

BN 5934

BN 5937

0754/N