

MILBANK, TWEED, HADLEY & McCLOY

1 CHASE MANHATTAN PLAZA  
NEW YORK, N. Y. 10005

NIPPON PRESS CENTER BUILDING  
2-1 UCHISAIWAI-CHO 2-CHOME  
CHIYODA-KU, TOKYO 100

212-530-5000  
CABLE: MILTWEED NEW YORK  
RAPIFAX 100: 530-5219  
I. T. T. 422962 42388  
W. U. 12-5595

DIRECT DIAL NUMBER

(212) 530-5186

ALEXANDRA HOUSE  
16 CHATER ROAD  
HONG KONG

1 COLLEGE HILL  
LONDON EC4R 2RA, ENGLAND

INTERNATIONAL SQUARE BUILDING  
1825 EYE STREET, N.W.  
WASHINGTON, D. C. 20006

1903/04 SHELL TOWER  
50 RAFFLES PLACE  
SINGAPORE 0104

515 SOUTH FIGUEROA STREET  
LOS ANGELES, CA 90071

RECORDATION NO. 7652-F  
JUL 18 1988-11 02 AM

INTERSTATE COMMERCE COMMISSION

July 16 1988  
No. 198A025

JUL 18 1988

Fee \$13.00

ICC Washington, D.C.

By FEDERAL EXPRESS

Ms. Mildred Lee  
Interstate Commerce Commission  
12 Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Document for Recordation  
and Filing with the ICC

Dear Ms. Lee:

Pursuant to our telephone conversation yesterday, enclosed please find one original and one execution counterpart of a Bill of Sale, Instrument of Transfer and Assignment of Rights dated July 15, 1988 (the "Bill of Sale"), to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. Please record this instrument with the primary documents that were recorded under Recordation Nos. 7652, 7652-A, 7652-B, 7652-C, 7652-D and 7652-E on September 20, 1974 and October 8, 1974.

Enclosed is a letter signed by the parties to the Bill of Sale which describes in detail the primary documents as well as the transaction evidenced by the enclosed Bill of Sale. Also enclosed is a check in the amount of \$13 for the ICC filing fee.

Please return the original Bill of Sale to:

David G. Mayer, Esq.  
GATX Leasing Corporation  
Four Embarcadero Center  
Suite 2200  
San Francisco, California 94111

A label is enclosed for your convenience.

If you have any questions with respect to any of the enclosed, please call either David Mayer at (415) 955-3247 or the undersigned at the number indicated above. Thank you for your cooperation in this matter.

Very truly yours,

*Susan E. Cook*

Susan E. Cook

Enclosures

100 OFFICE OF THE STORE  
JUL 18 10 56 AM '88  
MOTOR OPERATING UNIT

CHASE MANHATTAN  
SERVICE CORPORATION  
1 Chase Manhattan Plaza  
New York, New York 10081

GATX LEASING CORPORATION  
Four Embarcadero Center  
Suite 2200  
San Francisco, California 94111

July 15, 1988

Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Documents for Recordation

Dear Secretary:

Enclosed for filing and recording is an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of the Title 49 of the U.S. Code.

This document is a Bill of Sale, Instrument of Transfer and Assignment of Rights, a secondary document dated July 15, 1988. The primary documents were recorded under Recordation Nos. 7652, 7652-A, 7652-B, 7652-C, 7652-D and 7652-E on September 20, 1974 and October 8, 1974.

We request that the enclosed Bill of Sale, Instrument of Transfer and Assignment of Rights be cross-indexed. The names and addresses of the parties to the documents are as follows:

Secondary Document

1. Bill of Sale, Instrument of Transfer and Assignment of Rights dated as of July 15, 1988

Seller - Chase Manhattan Service  
Corporation  
1 Chase Manhattan Plaza  
New York, New York 10081

Purchaser - GATX Leasing Corporation  
Four Embarcadero Center  
Suite 2200  
San Francisco, California 94111

Primary Documents

All primary documents are dated as of September 1, 1974 and all addresses are those given for the various parties in 1974.

1. GM Conditional Sale Agreement

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

Vendee: Chase Manhattan Service  
Corporation  
(see address above)

Lessee: Missouri Pacific Railroad Company  
210 North 13th Street  
St. Louis, Missouri 63103

2. Lease of Railroad Equipment

Lessor: Chase Manhattan Service  
Corporation  
(see address above)

Lessee: Missouri Pacific Railroad Company  
(see address above)

3. Assignment of Conditional Sale Agreement  
(see no. 1 above)

Vender: General Motors Corporation  
(Builder) (see address above)

Assignee: First National Bank  
(Bank) of Minneapolis  
120 South 6th Street  
Minneapolis, Minnesota 55480

4. Conditional Sale Agreement

Vendor: General Electric Company  
(Builder) 2901 East Lake Road  
Erie, Pennsylvania 16501

Vendee: Chase Manhattan Service  
Corporation  
(see address above)

Lessee: Missouri Pacific Railroad Company  
(see address above)

5. Assignment of Conditional Sale Agreement  
(see no. 4 above)

Vendor: General Electric Company  
(Builder) (see address above)

Assignee: First National Bank of Minneapolis  
(Bank) (see address above)

A description of the equipment covered by the document follows:

<u>Number of Units</u>	<u>Description of Equipment</u>	<u>Old Road Numbers</u>	<u>New Road Numbers</u>
Nine (9)	2250 HP Model U23B General Electric Diesel Electric Locomotives	2257-2259; 2261-2265; 2267	4507, 542, 4509, 545, 546, 547, 548, 4515, 551
Ten (10)	GP 38-2 2000 H.P. General Motors Diesel-Electric Locomotives	2111-2120	no change
Five (5)	MP 15 1500 H.P. General Motors Diesel-Electric Locomotives	1535-1539	1335, 1536 1337, 1538 1339

Five (5)	MP 15 1500 H.P. General Motors Diesel-Electric Locomotives	1540-1544	no change
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A fee of \$13 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

GATX Leasing Corporation  
Four Embarcadero Center  
Suite 2200  
San Francisco, California 94111  
Attention: Richard Kohn  
Vice President and  
Managing Director

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

Bill of Sale, Instrument of Transfer and Assignment of Rights, dated July 15, 1988 ("Bill of Sale") from:

Seller/Assignor - Chase Manhattan Service  
Corporation  
1 Chase Manhattan Plaza  
New York, New York 10081

and

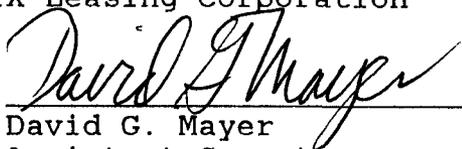
Purchaser/Assignee - GATX Leasing Corporation  
Four Embarcadero Center  
Suite 2200  
San Francisco, California 94111

The Bill of Sale dated July 15, 1988 covers nine 2250 HP Model U23B General Electric Locomotives (old road nos. 2257-2259; 2261-2265; 2267/new road nos. 4507, 542, 4509, 545, 546, 547, 548, 4515, 551); ten GP 38-2 2000 H.P. General Motors Diesel-Electric Locomotives (road nos. 2111-2120); five MP 15 1500 H.P. General Motors Diesel-Electric Locomotives (road nos. 1535-1539/new road nos. 1335, 1536, 1337, 1538, 1339); five MP 1500 H.P. General Motors Diesel-Electric Locomotives (road nos. 1540-1544) and connected to

the GM Conditional Sale Agreement, the assignment thereto,  
the Lease, the GE Conditional Sale Agreement and the  
assignment thereto, all recorded at Recordation number 7652  
(A-E) on September 20, 1974 and October 8, 1974.

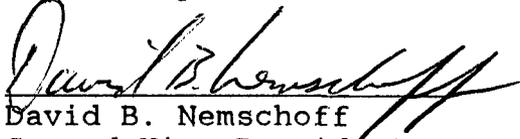
Very truly yours,

GATX Leasing Corporation

By: 

David G. Mayer  
Assistant Secretary

Chase Manhattan  
Service Corporation

By: 

David B. Nemschoff  
Second Vice President

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

7/18/88

OFFICE OF THE SECRETARY

David G. Mayer, Esq.  
GATX Leasing Corporation  
Four Embarcadero Center, Suite 2200  
San Francisco, Calif. 94111

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 7/18/88 at 11:05am, and assigned recordation number(s). 7652-F

Sincerely yours,

*Nerita L. McEneaney*

Secretary

Enclosure(s)

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REGISTRATION NO. 2652-F  
FILED 1988

JUL 18 1988 - 11 02 AM

Bill of Sale, Instrument of  
Transfer and Assignment of Rights

INTERSTATE COMMERCE COMMISSION

THIS BILL OF SALE, INSTRUMENT OF TRANSFER AND ASSIGNMENT OF RIGHTS made this 15th day of July, 1988, from CHASE MANHATTAN SERVICE CORPORATION, a New York Corporation (the "Seller") to GATX LEASING CORPORATION, a Delaware Corporation (the "Purchaser") under a Purchase Agreement dated July 15, 1988.

WITNESSETH:

WHEREAS, the Seller desires to purchase, the assets herein described, for and in consideration of the amount paid by the Purchaser to the Seller pursuant to that certain Asset Sale Agreement dated July 15, 1988 (the "Purchase Agreement") between the Seller and the Purchaser; and

WHEREAS, the Seller and the Purchaser desire to set forth their agreement and understanding as to the character of such assets;

NOW, THEREFORE, for and in consideration of the premises and of other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Seller:

The Seller does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, DELIVER AND SET OVER unto the Purchaser, its successors and assigns, all of the Seller's right, title and interest in and to (i) the rail equipment identified in Schedule A hereto (the "Equipment") manufactured by General Motors (Electro-Motive Division) ("GM") and General Electric Company ("GE") and (2) the documents governing the lease and conditional sale of such Equipment as identified in Schedule B hereto (the "Contracts" and collectively with the Equipment, the "Asset"), TO HAVE AND TO HOLD the same unto the Purchaser, its successors and assigns, FOREVER.

The Seller for itself, its successors and assigns, does hereby WARRANT and agree with Purchaser, its successors and assigns, that it is the lawful owner of the equity interest in the Asset and has good right to sell the same to Purchaser pursuant to the Agreement, subject to its rights of the Obligors (as defined in the Purchase Agreement), and the Seller does hereby covenant with the Purchaser that the

Seller will, to the extent of the foregoing warranty and agreement, defend the same and Purchaser, its successors and assigns, against all and every person whomsoever lawfully claiming or laying claim to or making demands in respect of, the same by, through or under Seller (other than, except as provided in the Purchase Agreement, claims arising from such rights of the Obligor).

As required under Section 15(b)(i) of each Conditional Sale Agreement listed as items 2 and 3 in Schedule B hereto, the sale, transfer and assignment of rights hereunder, are hereby made expressly subject in all respects to the rights and remedies of FIRST NATIONAL BANK OF MINNEAPOLIS as "Vendor" thereunder (including, without limitation), the rights and remedies against the "Vendee" and the "Lessee" (as described therein) and subject in all respects to the rights and remedies pursuant to the Agreements of Assignment listed as items 4 and 5 in Schedule B hereto.

As required under Section 15(b)(ii) of each Conditional Sale Agreement (referenced hereinabove), Seller hereby confirms that it shall remain liable for all the obligations of the Vendee under each Conditional Sale Agreement it being understood that, as and to the extent provided in the Purchase Agreement, as between the Purchaser and the Seller, the Purchaser is primarily liable therefor.

This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Seller has caused this instrument to be signed by a duly authorized officer and its corporate seal to be hereunto affixed, duly attested, this 15th day of July, 1988.

By CHASE MANHATTAN SERVICE  
CORPORATION

By   
Second Vice President

SEAL

  
Attesting Secretary

Schedule 1

Equipment

<u>Number of Units</u>	<u>Description of Equipment</u>	<u>Old Road Numbers</u>	<u>New Road Numbers</u>
Nine (9)	2250 HP Model U23B General Diesel Locomotives	2257-2259, 2261-2265, 2267	4507, 542, 4509, 545, 546, 547, 548 4515, 551
Ten (10)	GP 38-2 2000 H.P. General Motors Diesel-Electric Locomotives	2111-2120	no change
Five (5)	MP 15 1500 H.P. General Motors Diesel-Electric Locomotives	1535-1539	1335, 1536, 1337, 1538 1339
Five (5)	MP 15 1500 H.P. General Motors Diesel-Electric Locomotives	1540-1544	no change

## Schedule 2

### Contracts

1. Finance Agreement dated as of September 1, 1974, among First National Bank of Minneapolis (the "Agent"), Missouri Pacific Railroad Company (the "Lessee") and the parties named in Schedule A thereto;
2. Conditional Sale Agreement ("GM Conditional Sale Agreement") dated as of September 1, 1974, among the Lessee, Seller and General Motors Corporation (Electro-Motive Division) ("GM");
3. Conditional Sale Agreement ("GE Conditional Sale Agreement") dated as of September 1, 1974, among the Lessee, Seller and General Electric Company ("GE");
4. Agreement and Assignment dated as of September 1, 1974, between GM and the Agent;
5. Agreement and Assignment dated as of September 1, 1974, between GE and the Agent;
6. Lease of Railroad Equipment dated as of September 1, 1974, between the Lessee and Seller;
7. Assignment of Lease and Agreement dated as of September 1, 1974, between Seller and the Agent;
8. Amendment Agreement dated as of September 1, 1974, among the parties to the Finance Agreement;
9. Amendment Agreement dated as of September 1, 1974, between the parties to the Lease;
10. Certificate of Interest dated October 21, 1974, between the Agent and Woodmen Accident and Life Company;
11. Certificate of Interest dated October 21, 1974, between the Agent and United Benefit Life Insurance Company;
12. Certificate of Interest dated October 21, 1974, between the Agent and Royal Neighbors of America;

13. Certificate of Interest dated October 21, 1974, between the Agent and Darit & Co.;
14. Certificate of Interest dated November 27, 1974, between the Agent and Aid Association for Lutherans;
15. Certificate of Interest dated November 27, 1974, between the Agent and Bankers Life Insurance Company of Nebraska;
16. Certificate of Interest dated October 21, 1974, between the Agent and The First National Bank of Chicago (cancelled);
17. Certificate of Insurance dated July 8, 1988 issued by Wasatch Insurance Limited with a policy term of December 31, 1987 to December 31, 1988 (and Policy No. 351-1-004).

Corporate Form of Acknowledgement

STATE OF New York )  
COUNTY OF New York ) : ss:

On this 15th day of July, 1988, before me personally appeared, David B. Nemschoff, to me personally known, who being by me duly sworn, says that he is the Vice President of Chase Manhattan Service 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Signature of notary public

Marie Kenny

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

**MARIE KENNY**  
Notary Public, State of New York  
No. 30-4919825  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires December 12, 1990