

RECORDATION NO. 111 88-7 FILED

JUL 10 '97

2-00PM

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July 10, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of July 7, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment which was previously filed with the Commission under Recordation Number 11188.

The names and addresses of the parties to the enclosed document are:

Assignor: BA Leasing & Capital Corporation
555 California Street
San Francisco, California 94104

Assignee: First Union Commercial Corporation
6250 River Road, Suite 5000
Rosemont, Illinois 60018

A description of the railroad equipment covered by the enclosed document is:

one hundred sixty-six (166) locomotives set forth on Schedule A attached hereto.

Countersparts - Kim Bartman

Mr. Vernon A. Williams
July 10, 1997
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

SCHEDULE A

141	EMD 3,000 H.P. Model SD40-2 Diesel-Electric Locomotives	BN7206-7220 BN7222-7227 BN7236-7240 BN7242-7291 BN7500 BN7924-7940 BN8090-8136
25	GE 3,000 H.P. Model C30-7 Diesel-Electric Locomotives	BN5087-5111

JUL 10 '97 2-00 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT entered into as of July 7, 1997 (the "Effective Date"), between **BA LEASING & CAPITAL CORPORATION** ("Assignor"), a California corporation located at 555 California Street, San Francisco, CA 94104, and **FIRST UNION COMMERCIAL CORPORATION** ("Assignee"), a North Carolina corporation located at One O'Hare Center, 6250 River Road, Suite 5000, Rosemont, IL 60018.

RECITAL

Assignor is the successor to Bamerilease Capital Corporation as Lessor under that certain Lease of Railroad Equipment dated as of October 1, 1979 (the "Lease") between Burlington Northern, Inc. and Bamerilease Capital Corporation. Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to receive and accept, all of Assignor's right, title and interest in and to the Lease and the related documents set forth in Annex 1 (the "Transaction Documents").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. Assignment of Interest. Assignor hereby assigns, transfers and conveys to Assignee, as of the Effective Date, all its right, title and interest in and to the Transaction Documents. Assignee hereby accepts and receives all such right, title and interest in and to the Transaction Documents.

SECTION 2. Assumption of Liabilities. Assignor hereby assigns and delegates to Assignee, and Assignee hereby assumes, all of the duties and obligations of Assignor incident to ownership of the Transaction Documents arising or accruing on or after the Effective Date. Assignor and Assignee confirm that as of the Effective Date Assignee shall be deemed a party to those Transaction Documents and related documents to which Assignor is a party and Assignee agrees to be bound by all the terms of, and to undertake all such obligations of, Assignor contained therein arising and relating to the period after the Effective Date.

SECTION 3. Exception. Notwithstanding the foregoing, Assignor shall be entitled to pursue claims accruing or arising incident to its ownership of the Transaction Documents and the Equipment on or before the Effective Date, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Transaction Documents from any obligor thereunder, and/or (b) insurance payments or proceeds.

SECTION 4. Miscellaneous. Each party to this agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the

other parties may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be construed in accordance with the laws of California without regard to its conflict of laws doctrine.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement.

ASSIGNOR:

BA LEASING & CAPITAL CORPORATION

By: Gene H. Ball

Title: VICE PRESIDENT

ASSIGNEE:

FIRST UNION COMMERCIAL CORPORATION

By: _____

Title: _____

other parties may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be construed in accordance with the laws of California without regard to its conflict of laws doctrine.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement.

ASSIGNOR:

BA LEASING & CAPITAL CORPORATION

By:

Title: _____

ASSIGNEE:

FIRST UNION COMMERCIAL CORPORATION

By: Linda H. Minton

Title: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO

On this 7th day of July, 1997, before me personally appeared Gene H. Ball
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Susan A. Scaletti (NOTARIAL SEAL)
NOTARY PUBLIC SIGNATURE



STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 19__, before me personally appeared _____
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIAL SEAL)
NOTARY PUBLIC SIGNATURE

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 19__, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIAL SEAL)
NOTARY PUBLIC SIGNATURE

STATE OF North Carolina)
) ss.
COUNTY OF Mecklenburg)

On this 7th day of July, 1997, before me personally appeared Linda H. Minter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jane E. Owens (NOTARIAL SEAL)
NOTARY PUBLIC SIGNATURE

My Commission Expires March 29, 2000

**ANNEX 1
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

Transaction Documents

PARTICIPATION AGREEMENT dated as of
October 1, 1979 among:

Burlington Northern, Inc.	LESSEE
Mercantile-Safe Deposit & Trust Co.	AGENT
Bamerilease Capital Corporation	VENDEE
Bank of America NT&SA	GUARANTOR
Metropolitan Life Insurance Co.	INVESTOR
The Prudential Insurance Co. of America	INVESTOR

LEASE OF RAILROAD EQUIPMENT dated as
of October 1, 1979 between:

Burlington Northern, Inc.	LESSEE
Bamerilease Capital Corporation	LESSOR

Filed for recordation with the Interstate
Commerce Commission on December 12, 1979
and assigned Recordation No. 11188-B

CONDITIONAL SALE AGREEMENT dated as
of October 1, 1979 between:

Bamerilease Capital Corporation	VENDEE
General Motors Corporation (Electro-Motive Division)	VENDOR
General Electric Co.	VENDOR

Filed for recordation with the Interstate
Commerce Commission on December 12, 1979
and assigned Recordation No. 11188.

ASSIGNMENT OF LEASE & AGREEMENT
dated as of October 1, 1979 between:

Bamerilease Capital Corporation	LESSOR
Mercantile-Safe Deposit & Trust Company	VENDOR

Filed for recordation with the Interstate
Commerce Commission on December 12, 1979
and assigned Recordation No. 11188-C.

AGREEMENT & ASSIGNMENT dated as of
October 1, 1979 between:
General Motors Corporation
(Electro-Motive Division)
General Electric Co.
Mercantile-Safe Deposit & Trust Company AGENT

AMENDMENT AGREEMENT No. 1 dated as
of January 1, 1980 among:
Burlington Northern, Inc. LESSEE
Mercantile-Safe Deposit & Trust Company AGENT
Bamerilease Capital Corporation VENDEE
General Motors Corporation BUILDER
(Electro-Motive Division)
General Electric Company BUILDER
Filed for recordation with the Interstate
Commerce Commission on June 19, 1980 and
assigned Recordation No. 11188-D.

AMENDMENT AGREEMENT No. 2 dated as
of August 1, 1980 among:
Burlington Northern, Inc. LESSEE
Mercantile-Safe Deposit & Trust Company AGENT
Bamerilease Capital Corporation VENDEE
General Motors Corporation BUILDER
(Electro-Motive Division)
General Electric Company BUILDER
Filed for recordation with the Interstate
Commerce Commission on August 20, 1980 and
assigned Recordation No. 11188-E.

AMENDMENT AGREEMENT No. 3 dated as
of November 30, 1988 among:
Burlington Northern Railroad Company LESSEE
Mercantile-Safe Deposit & Trust Company AGENT
Bamerilease Capital Corporation VENDEE
Filed for recordation with the Interstate
Commerce Commission on August 20, 1988 and
assigned Recordation No. 11188-F.