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June 26, 1992

2-178A045

17831
RECORDED & INDEXED

Honorable Sidney Strickland, Jr. JUN 26 1992 - 2 40 PM
Secretary
Interstate Commerce Commission INTERSTATE COMMERCE COMMISSION
Washington, D.C.

Re: Memorandum of Assignment of Mortgage and Security Interest

Dear Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Memorandum of Assignment, Guaranty and Security Agreement, a primary document, dated June 25, 1992.

The names and addresses of the parties to the documents are as follows:

Assignor:

Morrison Knudsen Corporation
One Morrison Knudsen Plaza
Boise, Idaho 83705

Assignee:

The Commonwealth Plan, Inc.
2655 Campus Drive
San Mateo, California 94403

A description of the equipment covered by the primary document follows:

Fifty (50) locomotives to be remanufactured and sold by Morrison Knudsen Corporation to Burling Northern Railroad Company with road and serial numbers to be placed on such locomotives upon completion of the

JUN 26 2 31 PM '92
MOTOR OPERATING UNIT

Sidney T. Strickland

BAKER & MCKENZIE

Honorable Sidney Strickland, Jr.

June 26, 1992

Page 3

locomotives' remanufacture and prior to delivery by Morrison Knudsen Corporation to Burlington Northern Railroad Company.

Included in the property covered by the aforesaid Memorandum are locomotives intended for use related to interstate commerce, or interests therein, owned by Burlington Northern Railroad Company at the date of said Memorandum or thereafter acquired by it or its successors as owners of the lines of railway on which it will operate the locomotives covered by the Memorandum.

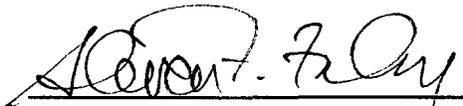
A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

John F. McKenzie, Esq.
Baker & McKenzie
Two Embarcadero Center, Suite 2400
San Francisco, California 94111

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

Memorandum of Assignment, Guaranty and Security Agreement between Morrison Knudsen Corporation, One Morrison Knudsen Plaza, Boise, Idaho 83705, as assignor, and The Commonwealth Plan, Inc., 2655 Campus Drive, San Mateo, California 94403, as assignee, and covering fifty (50) locomotives to be remanufactured and sold by Morrison Knudsen Corporation to Burlington Northern Railroad Company.

Very truly yours,

By: 

Title: Associate

Interstate Commerce Commission
Washington, D.C. 20423

6/26/92

OFFICE OF THE SECRETARY

John F. McKenzie
Baker & McKenzie
Two Embarcadero Center Suite 2400
San Francisco, California 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 6/26/92 at 2:40pm, and assigned recordation number(s). 17831

Sincerely yours,

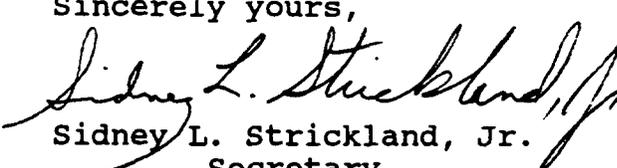

Sidney L. Strickland, Jr.
Secretary

EXHIBIT 5.5

RECORDED IN _____ FILED IN
JUN 26 1992 - 2 40 PM
INTERSTATE COMMERCE COMMISSION

MEMORANDUM OF ASSIGNMENT, GUARANTY AND SECURITY AGREEMENT

This Memorandum of Assignment, Guaranty and Security Agreement (the "Memorandum Agreement") is made and entered into as of this 25th day of June, 1992, by and between The Commonwealth Plan, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with its principal place of business located at 2655 Campus Drive, San Mateo, California ("TCPI"), and Morrison Knudsen Corporation, a corporation organized and existing under the laws of the State of Ohio, with its principal place of business located at 1 Morrison Knudsen Plaza, Boise, Idaho ("MKC").

W I T N E S S E T H:

WHEREAS, MKC has entered into a Remanufacturing Agreement, dated April 29, 1992, with the Burlington Northern Railroad Company ("BN"), by which MKC has agreed to acquire from, remanufacture and sell to BN, and BN has agreed to purchase, fifty (50) railroad locomotives; and

WHEREAS, MKC has sold, assigned, transferred and conveyed to TCPI certain of MKC's rights under the Remanufacturing Agreement, including the right to receive certain amounts payable thereunder; and

WHEREAS, in return for a payment of a sum certain to MKC, and other good and valuable consideration, TCPI has acquired, through an assignment, certain of MKC's rights under the Remanufacturing Agreement, including the right to receive certain amounts payable by BN thereunder; and

WHEREAS, as a condition of acquiring MKC's rights under the Remanufacturing Agreement, TCPI has required MKC's unconditional guaranty of faithful performance of BN's payment obligations under the Remanufacturing Agreement, except in the event of the entry of an order for relief in a voluntary or involuntary bankruptcy of BN, secured by, inter alia, a security interest in all of the Collateral, as defined and on the terms specified below; and

WHEREAS, MKC has provided TCPI with such a secured guaranty of faithful performance of BN's payment obligations under the Remanufacturing Agreement except in the event of the entry of an order for relief in a voluntary or involuntary bankruptcy of BN; and

WHEREAS, TCPI and MKC have entered into an Assignment, Guaranty and Security Agreement as of June 25, 1992 (the "Agreement"), setting out their respective rights and obligations with respect to the subject matter described above, and desire to enter into this Memorandum Agreement for the purpose of filing

with the United States Interstate Commerce Commission (the "ICC");

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth in the Agreement, the parties hereto do agree as follows:

1. Grant of Security Interest. To provide additional security for the performance of MKC's obligations under the Agreement, including, but not limited to, those obligations specified in Articles 3.1, 3.2 and 3.3 thereof, MKC grants to TCPI a mortgage, security interest and first priority lien in and to the Collateral as defined in the Agreement. Without limiting the generality of the foregoing, it is specifically understood and agreed that "Collateral" is defined to include without limitation all of MKC's rights, title and interests in and to fifty (50) remanufactured railroad locomotives, now or hereafter to be purchased from and delivered by MKC to BN, as more specifically identified in the schedule or schedules now or hereafter affixed to this Memorandum Agreement.

2. Releases of Security Interests. Subject to the terms of the Agreement, upon payment in full of the Purchase Price for each Locomotive pursuant to the Remanufacturing Agreement (all as defined in the Agreement), TCPI shall execute and deliver to MKC a release of TCPI's security interest in that Locomotive and related Collateral.

3. Term of Agreement. The Agreement by its terms remains in full force and effect until TCPI shall have received payment in full of all amounts due to it under the Agreement. The Agreement contains, among other provisions, default, termination, and remedy provisions.

4. No Assignment; Amendment in Writing; Etc. Neither the Agreement nor this Memorandum Agreement may be assigned by MKC, in whole or in part, without the prior written authorization of TCPI in its sole discretion. Any amendment or modification of the Agreement or this Memorandum Agreement must be in writing and executed by an authorized representative of the party to be bound by such amendment or modification. The Agreement and this Memorandum Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York.

5. Agreement Controls. This Memorandum Agreement is being entered into for the purpose of filing with the ICC. It is not intended to nor shall it be construed to limit, amend or modify the Agreement or the respective rights and obligations of the parties thereunder. In the case of any dispute or disagreement

between the terms of this Memorandum Agreement and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum Agreement to be executed this 24th day of June, 1992, by their duly authorized representatives.

Subscribed and sworn to before me this 25th day of June, 1992.

Eva M. Farnlund

Eva M. Farnlund
Notary Public
Commission Expires: 9/96

MORRISON KNUDSEN CORPORATION

By: [Signature]

Name: ALAN J. MOORE

Title: ASST. TREASURER

Subscribed and sworn to before me this 24th day of June, 1992.

THE COMMONWEALTH PLAN, INC.

By: Edmond P. Browne

Name: Edmond P. Browne

Title: Senior Vice President

Lori A. Stoneback
Notary Public



SCHEDULE A

List of Locomotives Identified To Date

BN 1741	Locomotive
BN 1745	Locomotive
BN 1746	Locomotive
BN 1751	Locomotive
BN 1763	Locomotive
BN 1774	Locomotive
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MEMORANDUM OF ASSIGNMENT, GUARANTY AND SECURITY AGREEMENT

CERTIFICATE

I, Steven F. Fabry, an associate with Baker & McKenzie of 815 Connecticut Avenue, N.W., Washington, D.C. 20006-4078, have compared the hereto attached copy of the Memorandum of Assignment, Guaranty and Security Agreement with the original Memorandum of Assignment, Guaranty and Security Agreement entered into between Burlington Northern Railroad Company and Morrison Knudsen Corporation, dated as of June 25, 1992, and I have found the hereto attached copy to be complete and identical in all respects to the original document, and I declare under penalty of perjury that the foregoing is true and correct.

By:

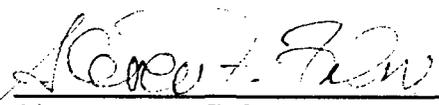

Steven F. Fabry

EXHIBIT 5.5

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17831
REGISTRATION NO. _____ FILED 103
JUN 26 1992 -2 40 PM
INTERSTATE
TRADE COMMISSION

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Notary Public
Commission Expires: 9/96

MORRISON KNUDSEN CORPORATION

By: [Signature]

Name: ALAN J. MOORE

Title: ASST. TREASURER

Subscribed and sworn to before me this 24th day of June, 1992.

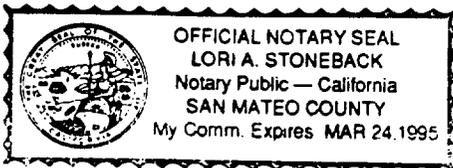
THE COMMONWEALTH PLAN, INC.

By: Edmond P. Browne

Name: Edmond P. Browne

Title: Senior Vice President

Lori A. Stoneback
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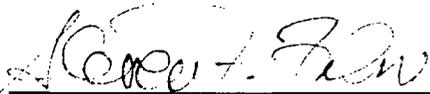
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By:


Steven F. Fabry