



GE Capital

Legal Operation  
General Electric Capital Corporation  
1600 Summer Street, 6th Floor, Stamford, CT 06927  
203 357-4471, 203 357-6632

September 14, 1994 0150368021

Interstate Commerce Commission  
Washington, DC 20423  
Att: Secretary

RECORDATION NO. 10157-I  
FILED 1425

SEP 16 1994 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Ladies and Gentlemen:

Enclosed herewith please find one original counterpart and three copies of a Transfer, Assignment and Assumption Agreement dated as of August 25, 1994 to be recorded pursuant to section 11303 of title 49 of the United States Code.

The foregoing is a secondary document related to documents recorded under recordation number 10157.

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

Trustee:  
Corporate Trust Department  
Two Hopkins Plaza  
Baltimore, Maryland 21203  
Attention of Michael Hoehn

Owner:  
General Electric Capital Corporation  
1600 Summer Street  
Stamford, Connecticut 06927  
Attention of Donald L. Eakin

RECEIVED  
OFFICE OF THE  
SECRETARY  
SEP 16 11 01 AM '94  
LICENSING BRANCH

The equipment covered by the Transfer, Assignment and Assumption Agreement consists of twenty-five Model GP 40-2 locomotives, bearing road numbers BN 3040 through 3064 (formerly SLSF 750-774).

A fee of \$18 is enclosed. Please return all counterparts not needed by the Commission for recordation, stamped to show recordation, to:

Donald L. Eakin  
General Electric Capital Corporation  
1600 Summer Street, 6th Floor  
Stamford, Connecticut 06927

A short summary of the documents to appear in the index follows: Transfer, Assignment and Assumption Agreement dated as of August 25, 1994, between Mercantile Safe-Deposit and Trust Company as trustee and General Electric Capital Corporation as owner, covering twenty-five Model GP 40-2 locomotives, road numbers BN 3040 through 3064 (formerly SLSF 750 through 774).

Please do not hesitate to telephone me at (203) 961-2046 with any questions or comments.

Very truly yours,

*Charles V. O'Boyle, Jr.*  
Charles V. O'Boyle, Jr.

Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

9/16/94

OFFICE OF THE SECRETARY

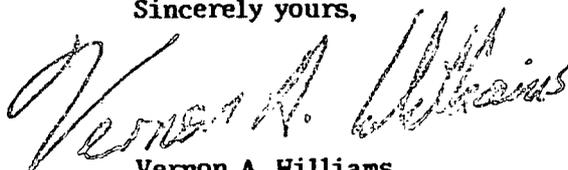
Charles V. O'Boyle, Jr.  
General Electric Capital Corporation  
1600 Summer Street-6th Floor  
Stamford, CT. 06927

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 9/16/94 at 11:05AM, and assigned recordation number(s) 10157-I.

Sincerely yours,

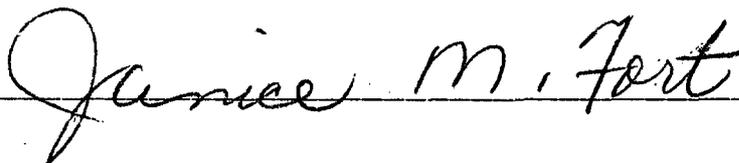


Vernon A. Williams  
Acting Secretary

Enclosure(s)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of August 25, 1994, between MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as trustee under the Trust Agreement referred to below (hereinafter, in such capacity, the "Trustee"), and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GE Capital").

WITNESSETH:

WHEREAS, the Trustee is acting as trustee under that Trust Agreement dated as of January 1, 1979 (the "Trust Agreement"), with GE Capital (formerly General Electric Credit Corporation);

WHEREAS, the Trustee, acting pursuant to the Trust Agreement, holds twenty-five Model GP 40-2 locomotives, road numbers BN 3040 through 3064 (formerly SLSF 750-774) (the "Equipment");

WHEREAS, such Equipment is subject to a Lease of Railroad Equipment dated as of January 1, 1979 (the "Original Lease"), as amended and extended by a Lease Extension Agreement dated as of August 1, 1994 (as extended, the "Lease"), between Burlington Northern Railroad Company (formerly St. Louis-San Francisco Railway Company) ("BN") as Lessee and the Trustee;

WHEREAS, the Original Lease was filed and recorded with the Interstate Commerce Commission (the ICC) on February 27, 1979 and assigned recordation number 10157-B and the Lease Extension Agreement was filed and recorded with the ICC on August 10, 1994 and assigned recordation number 10157-E;

WHEREAS, BN as Lessee has consented to the assignment of Trustee's right, title and interest under the Lease and the transfer of the Equipment to GE Capital;

WHEREAS, GE Capital wishes to acquire said locomotives from the Trustee and to terminate, pursuant to Section 9.02 of the Trust Agreement, the trust created by the Trust Agreement;

NOW THEREFORE, for One Dollar (\$1.00) and in consideration of the premises and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Transfer. Pursuant to Section 9.02 of the Trust Agreement, the Trustee does hereby transfer, assign, convey and release all of its right, title and interest in and to all of the Equipment, the Trust Documents and the Trust Estate (as defined in the Trust Agreement) to GE Capital.

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INTERSTATE COMMERCE COMMISSION

2. Assumption. GE Capital assumes and accepts all of the Trustee's right, title and interest in and to the Equipment, the Trust Documents and the Trust Estate and fully assumes and undertakes all of the Trustee's obligations under the Trust Agreement, the Trust Documents and the Lease.

3. Termination of the Trust. The Trust Agreement and the trusts created thereby are hereby terminated.

4. Acknowledgment. The Trustee hereby acknowledges that all liabilities of the Owners to the Trustee under the Trust Document and Lease have been, and are hereby, satisfied and does hereby release Owners from their obligations under the Trust Documents and the Lease.

5. Instruction. GE Capital, as the sole remaining Owner under the Trust Agreement, does hereby instruct, authorize and direct the Trustee to enter into, execute, deliver and perform this agreement.

6. Counterparts. This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

7. Effectiveness. This agreement shall be effective as of the date first above written, notwithstanding any earlier date of execution hereof by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this agreement to be duly executed by their respective officers thereunto duly authorized:

MERCANTILE SAFE-DEPOSIT AND  
TRUST COMPANY, not in its individual  
capacity but solely as trustee under the Trust  
Agreement referred to above

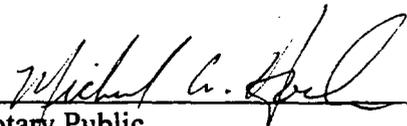
By Robert D. Brown  
Title: Corporate Trust Officer

GENERAL ELECTRIC CAPITAL  
CORPORATION

By U. Meekins  
Title: MGR - OPERATIONS

STATE OF MARYLAND )  
 ) ss:  
COUNTY OF BALTIMORE )

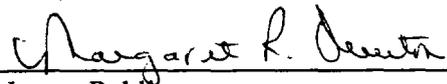
On this <sup>city</sup> 15 day of August, 1994, before me personally appeared Robert D. Brown, to me personally known who, being by me duly sworn, says that he/she is Corporate Trust Officer of MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, that the foregoing instrument was signed on behalf of said corporation 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.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 9/25/94

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

On this 12 day of August, 1994, before me personally appeared D. L. Eakin, to me personally known who, being by me duly sworn, says that he/she is Manager - Operations of GENERAL ELECTRIC CAPITAL CORPORATION, that the foregoing instrument was signed 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.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 4/30/96

MARGARET R. OVERTON  
Notary Public  
My Commission Expires April 30, 1996

**AFFIDAVIT**

September 14, 1994

The undersigned hereby states that he has compared the copy attached hereto with the original and has found the copy to be complete and identical in all respects to the original document.

Charles W. Bofz  
Signature of Affiant