

Counterparts - James Holzh

RECORDATION NO. 10157-3K,L FILED 1425

BALL JANIK LLP
ATTORNEYS

OCT 15 1996 - 3 25 PM

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LOUIS E. GITOMER
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October 15, 1996

OCT 15 3 21 PM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

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

Dear Secretary Williams:

I have enclosed the original and one certified copy of the three documents described below, to be recorded pursuant to 49 U.S.C. § 11301.

I. The first document is a Lease Assumption and Assignment Agreement, a secondary document, dated August 26, 1994. The primary document to which this is connected is recorded under Recordation No. 10157. We request that this document be recorded under Recordation No. 10157-J.

The names and addresses of the parties to the Lease Assumption and Assignment Agreement are:

Assignor:

General Electric Capital Corporation
1600 Summer Street
Stamford, CT 06927

Assignee:

Southern Leasing Corporation
1055 Broadway
Kansas City, MO 64105-1599

A description of the equipment covered by the Lease Assumption and Assignment Agreement consists of 25 GP-40-2 locomotives numbered BN 3040-3064, inclusive (previously numbered SLSF 759-774, inclusive, respectively).

Honorable Vernon A. Williams
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II. The second document is an Agreement of Purchase and Sale, a secondary document, dated as of August 26, 1994. The primary document to which this is connected is recorded under Recordation No. 10157. We request that this document be recorded under Recordation No. 10157-K.

The names and addresses of the parties to the Agreement of Purchase and Sale are:

Seller:

General Electric Capital Corporation
1600 Summer Street
Stamford, CT 06927

Buyer:

Southern Leasing Corporation
1055 Broadway
Kansas City, MO 64105-1599

A description of the equipment covered by the Agreement of Purchase and Sale consists of 25 GP-40-2 locomotives numbered BN 3040-3064, inclusive (previously numbered SLSF 759-774, inclusive, respectively).

III. The third document is a Bill of Sale, a secondary document, dated January 4, 1995. The primary document to which this is connected is recorded under Recordation No. 10157. We request that this document be recorded under Recordation No. 10157-L.

The name and address of the party to the Bill of Sale is:

Seller:

General Electric Capital Corporation
1600 Summer Street
Stamford, CT 06927

A description of the equipment covered by the Bill of Sale consists of 25 GP-40-2 locomotives numbered BN 3040-3064, inclusive (previously numbered SLSF 759-774, inclusive, respectively).

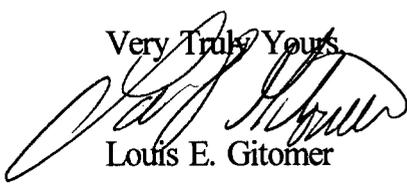
Honorable Vernon A. Williams
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A fee of \$66.00 is enclosed. Please return the originals to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the documents to appear in the index follows: (1) a Lease Assumption and Assignment Agreement between General Electric Capital Corporation, 1600 Summer Street, Stamford, CT 06927, and Southern Leasing Corporation, 1055 Broadway, Kansas City, MO 64105-1599; (2) an Agreement of Purchase and Sale between General Electric Capital Corporation, 1600 Summer Street, Stamford, CT 06927, and Southern Leasing Corporation, 1055 Broadway, Kansas City, MO 64105-1599; (3) a Bill of Sale by General Electric Capital Corporation, 1600 Summer Street, Stamford, CT 06927, all covering 25 GP-40-2 locomotives numbered BN 3040-3064, inclusive (previously numbered SLSF 759-774, inclusive, respectively).

Very Truly Yours



Louis E. Gitomer

Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001

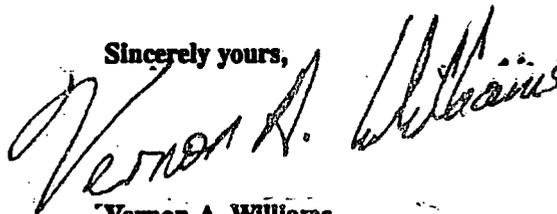
10/15/96

Louis E. Gitomer
Of Counsel
Ball Janik LLP
1455 F Street, NW., Ste. 225
Washington, DC., 20005

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 10/15/96 at 3:25PM, and assigned recordation number(s) 10157-J, 10157-K and 10157-L.

Sincerely yours,

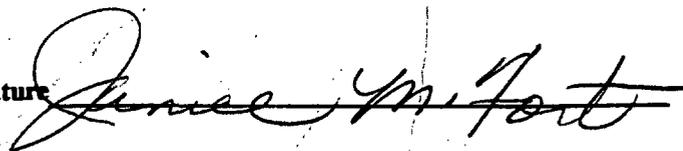


Vernon A. Williams
Secretary

Enclosure(s)

\$ 66.00 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



OCT 15 1996 3 25 PM

LEASE ASSUMPTION AND ASSIGNMENT AGREEMENT

This Agreement, made this 26th day of August, 1994, by and between GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (hereinafter called "GE Capital"), and SOUTHERN LEASING CORPORATION, a Delaware Corporation (hereinafter called "Southern Leasing").

WITNESSETH

WHEREAS, Southern Leasing desires to buy, and GE Capital wishes to sell, Twenty-five (25) GP 40-2 locomotives (the "Units"); and

WHEREAS, the Units are subject to a Lease of Railroad Equipment dated as of January 1, 1979, as amended by the Lease Extension Agreement dated as of August 1, 1994 (as amended, the "Lease") between Mercantile-Safe Deposit and Trust Company (the "Trustee") and Burlington Northern Railroad Company ("BN") as lessee;

WHEREAS, pursuant to a Transfer, Assumption and Assignment Agreement dated as of August 26, 1994 between Trustee and GE Capital, the Trustee has transferred the Units constituting the Trust Estate to GE Capital and assigned all of its right, title and interest and obligations as Trustee in and under the Lease to GE Capital; GE Capital has accepted the Units and assumed all of the Trustee's rights, title and interest and obligations as Trustee under the Lease; and the Trust Agreement dated as of January 1, 1979 (the "Trust Agreement") between the Trustee and GE Capital was terminated;

WHEREAS, pursuant to Section 15.1 of the Lease, BN has consented to the aforementioned assignment of the Trustee's interests under the Lease, the transfer of the Units to GE Capital; and GE Capital's sale of the Units to Southern Leasing;

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

1. Assignment and Transfer. GE Capital does hereby transfer, assign and convey: (a) all of its right, title and interest in and to all of the Units subject to the Lease and (b) all of its obligations as Owner and Trustee under the Lease to Southern Leasing.

2. Assumption. Southern Leasing does hereby accept and assume all of (a) GE Capital's right, title, interest in and to the Units and (b) GE Capital's obligations as Owner and Trustee under the Lease.

3. Acknowledgment. Southern Leasing does hereby acknowledge that the representations, warranties, indemnities and agreements of BN to GE Capital and the Trustee under the Lease shall inure to Southern Leasing's benefit to the same extent as if it were named "Owner" and "Trustee" in the Lease.

4. Casualty Reimbursement. Pursuant to Section 7 of the Lease, if at any time between the date hereof and August 1, 1996 (the termination date of the Lease, as extended), there shall be a Casualty Occurrence (as such term is defined in the Lease), Southern Leasing shall promptly notify GE Capital (in writing) upon receipt of a Casualty Payment from BN. Such notice (the "Casualty Reimbursement Notice") shall specify the total amount of the Casualty Payment Southern Leasing has received from BN as well as the identity and the number of Units subject to such Casualty Occurrence. Within 30 days of receipt of the Casualty Reimbursement Notice, GE Capital shall pay to Southern Leasing the sum of \$168,131 for each Unit subject to such Casualty Occurrence (the "Casualty Reimbursement Payment").

5. Accrued Rent. Southern Leasing shall be entitled to receive and keep the semiannual rent payment of \$1,050,000 due and payable by BN on February 1, 1995.

6. No Other Effect. Except as expressly provided herein, nothing herein shall be construed to affect any other provision of the Lease, the Trust Agreement or any other document or in any way modify Southern Leasing's assumption of all GE Capital's rights, duties and obligations under the Lease.

7. Assignment. Southern Leasing may assign all or any of its rights under the Lease, subject to compliance with the requirements of Section 15 of the Lease. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of Southern Leasing hereunder.

8. Notices. Any notice given or required to be given hereunder shall be sufficient if sent by certified mail, return receipt requested, to the address set forth below or at such other address as the parties shall have specified in writing:

If to GE Capital: General Electric Capital Corporation
 1600 Summer Street
 Stamford, Connecticut 06927
 ATTN: Mr. D. L. Eakin, Manager - Operations

If to Southern Leasing: Southern Leasing Corporation
 1055 Broadway
 Suite 990
 Kansas City, Missouri 64105-1599
 ATTN: Mr. Larry D. Nicotra, President

9. Entire Agreement/Amendment. This Agreement and the Agreement of Purchase and Sale dated as of August 26, 1994, constitute the entire understanding of the agreement between the parties hereto with respect to the sale of the Units. This Agreement may not be amended, modified or changed except by instruments in writing signed by all the parties hereto.

10. Invalidity of Provisions. Any provision of this agreement that may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

11. 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.

12. Effectiveness. This Agreement shall be effective as to the date first above written, notwithstanding a later date of execution hereof by either or both parties.

13. Headings. The title and headings of the sections hereof are solely for means of reference and are not intended to modify, explain or place any construction on any of the provisions of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be entered into as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION

By: DEKalin

Name: D. L. ERVIN

Title: MGR- OPERATIONS

SOUTHERN LEASING CORPORATION

By: LARRY D. NICOTRA

Name: LARRY D. NICOTRA

Title: PRESIDENT

APPROVED AS TO FORM

R. P. B...

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Lease Assumption and Assignment Agreement, dated August 26, 1994, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer

October 15, 1996