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RECORDATION NO. 8212-C FILED YES

AUG 8 1991 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

August 8, 1991

The Honorable Sidney L. Strickland, Jr.

Secretary

Interstate Commerce Commission

Washington, D.C. 20423

RECORDATION NO. 8212-D FILED YES

AUG 8 1991 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are: (1) two executed counterparts of Instrument of Satisfaction and Release, a secondary document, dated as of April 1, 1991, by and among Mercantile-Safe Deposit and Trust Company, as Agent ("Agent"), United States Trust Company of New York, as Trustee ("Trustee") under a Trust Agreement dated as of February 1, 1976 with General Electric Capital Corporation (formerly known as General Electric Credit Corporation) ("GE Capital"), and Burlington Northern Railroad Company, the successor in interest to American Rail Box Car Company, as Lessee ("Lessee"), relating to that certain Assignment of Lease and Agreement between Trustee and Agent, dated as of February 1, 1976, recorded under Recordation No. 8212-A; and (2) five executed counterparts of Transfer Agreement, a secondary document, dated as of April 1, 1991, between Trustee, and GE Capital, relating to that certain Lease of Railroad Equipment, dated as of April 1, 1983, between Lessee and Trustee, recorded under Recordation No. 8212-B.

It is my understanding that the recordation numbers to be assigned to these new documents as described in the preceding paragraph will be: 8212-C and 8212-D. It is requested that Recordation No. 8212-D be cross-indexed with Recordation No. 16936.

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

Courtesy of Mr. Maser

Instrument of Satisfaction and Release

AGENT: Mercantile-Safe Deposit and Trust Company
Post Office Box 2258
Two Hopkins Plaza
Baltimore, Maryland 21203

TRUSTEE: United States Trust Company of New York
114 West 47th Street
New York, New York 10036

Transfer Agreement

TRANSFEROR: United States Trust Company of New York
114 West 47th Street
New York, New York 10036

TRANSFeree: General Electric Capital Corporation
1600 Summer Street
Stamford, CT 06905

The undersigned is the attorney-in-fact for purposes of this filing. Please return the originals of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or the bearer hereof.

Also enclosed is a remittance in the amount of \$30.00 for the required recording fee.

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

SECONDARY DOCUMENTS

Instrument of Satisfaction and Release, dated as of April 1, 1991, by and among Mercantile-Safe Deposit and Trust Company, as Agent, United States Trust Company of New York, as Trustee, and Burlington Northern Railroad Company, as Lessee, relating to that certain Assignment of Lease and Agreement

The Honorable Sidney L. Strickland, Jr.

August 8, 1991

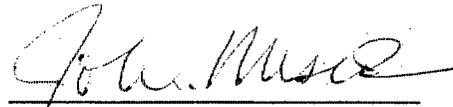
Page 3

between Trustee and Agent, dated as of February 1, 1976, recorded under Recordation No. 8212-A.

Transfer Agreement, dated as of April 1, 1991, between United States Trust Company of New York, as Trustee, and General Electric Capital Corporation, relating to that certain Lease of Railroad Equipment ("Lease"), dated as of April 1, 1983, between Burlington Northern Railroad Company and Trustee, recorded under Recordation No. 8212-B, covering 466 70-ton general-purpose boxcars of the series numbered BN249000 through 250500, as listed in Schedule A to the Lease.

Respectfully submitted,

By



John K. Maser III
Attorney-In-Fact

8212-D
AUG 8 1991 -11 40 AM

INTERSTATE COMMERCE COMMISSION

TRANSFER AGREEMENT dated as of April 1, 1991, between United States Trust Company of New York, a New York corporation, acting as trustee under the Trust Agreement referred to below (hereinafter, in such capacity, called the Trustee), and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (hereinafter called GE Capital).

WHEREAS the Trustee is acting as trustee under that Trust Agreement dated as of February 1, 1976 (hereinafter called the Trust Agreement) with GE Capital under its then name, General Electric Credit Corporation;

WHEREAS the Trustee, acting pursuant to the Trust Agreement, is the owner of 466 70-ton general-purpose box cars of the series numbered BN 249000 through 250500;

WHEREAS such box cars are subject to a Lease of Railroad Equipment dated as of April 1, 1983 (hereinafter called the Lease), between Burlington Northern Railroad Company and the Trustee, recorded with the Interstate Commerce Commission on March 14, 1990, and assigned recordation number 8212-B;

WHEREAS the Trustee has financed the acquisition of said box cars by entering into a conditional sale agreement more fully described in the Lease, the liability of the Trustee under the Security Document being limited to the income and proceeds from the Lease;

WHEREAS the Lease expired on April 1, 1991, and the indebtedness under said conditional sale agreement has been fully paid and discharged on such date out of the income and proceeds from the Lease; and

WHEREAS GE Capital wishes to acquire said box cars from the Trustee and to terminate the trust created by the Trust Agreement;

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

1. **Transfer.** The Trustee does hereby transfer, assign, and convey all of its right, title, and interest in and to all of the railroad equipment subject to the Lease to GE Capital.

2. **Termination of the Trust.** The trust created by the Trust Agreement is hereby terminated.

3. **Recourse.** This agreement is entered into by the Trustee not in its individual capacity but solely as trustee under the Trust Agreement, and the undertakings of the Trustee hereunder are made with the intention of binding only the trust estate treated by the Trust Agreement and not United States Trust Company of New York personally.

4. **Instruction.** GE Capital, the grantor and beneficiary of the Trust Agreement and the trust created thereby, does hereby instruct and authorize the Trustee to enter into this agreement.

5. 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.

6. Effectiveness. Although this agreement is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth in the notaries' acknowledgements hereto annexed, and this agreement shall be effective on the latest of such dates.

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

UNITED STATES TRUST COMPANY OF
NEW YORK, not in its individual
capacity but solely as trustee
under the Trust Agreement referred
to above,

By Christine C Collins
Title: ASST. VICE PRESIDENT

GENERAL ELECTRIC CAPITAL
CORPORATION

By W. Reardon
Title: Manager - Operations

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On this 10th day of July, 1991, before me personally appeared Christine C. Collins
ASST. VICE PRESIDENT of UNITED STATES TRUST COMPANY OF NEW
YORK, that the foregoing instrument was signed 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.

Thomas McCutcheon
Notary Public

My commission expires

THOMAS McCUTCHEON
NOTARY PUBLIC, State of New York
No. 4965095
Qualified in Nassau County
Commission Expires April 16, 1992

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss.:

On this 22nd day of July, 1991, before me personally appeared
D.L. Eakin to me personally known, who, being by me duly sworn, says that he
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 acknowledged that the execution of the foregoing instrument was the free
act and deed of said corporation.

Kari L. Conti
Notary Public

My commission expires: **KARI L. CONTI**
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1996