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January 3, 1995

RECORDATION NO. 11444-G  
FILED 1426

JAN 3 1995 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of an Assignment and Assumption Agreement, dated as of December 27, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement, the Lease of Railroad Equipment and other secondary documents related thereto which have been duly filed with the Commission under one of the following Recordation Numbers: 10534, 10694, [REDACTED] and 11961.

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

Assignor: BA Leasing & Capital Corporation  
4 Embarcadero Center  
San Francisco, CA 94111

Assignee: BA Credit Corporation  
555 California Street  
San Francisco, CA 94104

A description of the railroad equipment covered by the enclosed document is set forth in the Conditional Sale Agreement and the Lease previously filed under this Recordation Number.

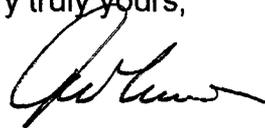
*Alvord*  
*County of Santa*

Mr. Vernon A. Williams  
January 3, 1995  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures

(BN 1/2/80)

114446  
JAN 9 1994

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated December 27, 1994, is between **BA Leasing & Capital Corporation**, a California Corporation ("Assignor") and **BA Credit Corporation**, a Delaware Corporation ("Assignee").

**RECITAL**

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 owner interests described in Appendix 1 (the "Owner Interests"), relating to the beneficial interest in the railcar equipment described therein.

**ACCORDINGLY**, the parties agree as follows:

Section 1. Assignment of Owner Interests. Assignor assigns, transfers and conveys to Assignee, as of the date hereof, all its right, title and interest in, to and under the Owner Interests. Assignee accepts and receives all such right, title and interest in, to and under the Owner Interests.

Section 2. Assumption of Liabilities. Assignee assumes all of the duties and obligations of Assignor hereafter accruing or arising incident to the Owner Interests. Assignee confirms that as of the date hereof it shall be deemed a party to those agreements set forth in Appendix 1 to which Assignor is a party, and Assignee agrees to be bound by all the terms of, and to undertake all the obligations of, Assignor contained therein.

Section 3. Exception. Notwithstanding the foregoing, Assignor shall be entitled to pursue claims accruing or arising incident to its interests in the Owner Interests on or before the date hereof, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the agreements related to the Owner Interests from any obligor thereunder, and/or (b) insurance payments or proceeds, provided, however, that any obligor's liability for such claims shall not exceed the liability it would have incurred if the assignment had not been made.

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 party 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 is made and entered into in California, and the laws of California shall govern the validity and interpretation hereof and the performance by the parties hereto of their respective duties and obligations.

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

**BA CREDIT CORPORATION**

By: *[Signature]*  
Its: *Exec. V.P.*

**BA LEASING & CAPITAL CORPORATION**

By: *Terri L. Kwiatk*  
Its: *SR. VICE PRESIDENT*

OWNER INTERESTS

All right, title and interest of BA Leasing & Capital Corporation f/k/a/ Bamerilease, Inc., as Vendee under the Participation Agreement dated as of January 2, 1980 (the "Participation Agreement"; defined terms therein being used herein as so defined) among Burlington Northern, Inc ("Lessee"); Bank of New York (successor to Mercantile-Safe Deposit and Trust Company) ("Agent"), Bamerilease, Inc. ("Vendee"), Bank of America National Trust and Savings Association, ("Guarantor"), and Metropolitan Life Insurance Company and The Prudential Insurance Company of America ("Investors"), in, to and under:

1. The Participation Agreement relating to the acquisition and leasing of certain units of railroad equipment described below, and all other documents and agreements relating thereto, including without limitation:

(a) Conditional Sale Agreement, dated as of January 2, 1980 between Vendee and General Motors Corporation;

(b) Lease, dated as of January 2, 1980 between Vendee and Lessee;

(c) Any other documents, agreements, certificates and opinions delivered pursuant to the above agreements, and all amendments thereof and supplements hereto.

2. The equipment referred to in the Lease, together with any and all replacement parts, alterations, modifications and additions thereto.

3. Any collateral under any of the documents described above.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

State of California  
County of San Francisco

On 12/27/94 before me, Jung Westover Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Terri L. Kwaitek  
NAME(S) OF SIGNER(S)

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.

Jung Westover  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**  
**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)  
SVP  
TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

**OPTIONAL SECTION**

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: \_\_\_\_\_

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_