



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

October 5, 1979

10875 *A*

RECORDATION NO. Filed 1425

OCT 10 1979 - 4 00 PM

INTERSTATE COMMERCE COMMISSION

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 counterparts Nos. 1 through 6 of a Transfer Agreement, dated as of June 1, 1979, described in detail below. Such document by its terms provides that each counterpart shall be deemed an original and, accordingly, counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Transfer Agreement

(a) Transferor - The Connecticut Bank and Trust Company, One Constitution Plaza, Hartford, Connecticut 06115

(b) Transferee - LaSalle National Bank, 135 South LaSalle Street, Chicago, Illinois 60690

2. Description of the equipment

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Design.</u>	<u>Number</u>	<u>To Be Selected From Series Bearing SCL Road Numbers</u>	
Box cars	70- and 90-ton	XL	900	20000-20749	816000-816299
				20771-23149	816550-816749
				23160-25699	828000-828799
				60000-60299	40000-41149
				95000-95349	80000-80599
				99100-99349	615000-615399
				635000-636199	815500-815599
				637000-638299	816300-816549
				638305-638789	860000-860024
				815000-815499	

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Design.</u>	<u>Number</u>	<u>To Be Selected From Series Bearing SCL Road Numbers</u>
Hopper cars	100-ton	LO	200	420000-422399 689200-689799 830750-832499 240000-242699 260000-260079 689000-689199 835805-835999

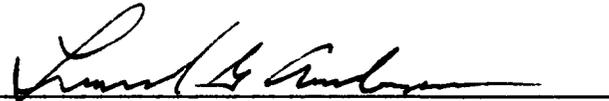
Counterparts Nos. 2 through 6 of the above mentioned document should be returned to Mr. K. K. Hyers, P. O. Box 27581, Richmond, Virginia 23261.

I am enclosing this company's check in the amount of \$50.00 made payable to the Commission covering the recordation fee for the above mentioned document.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson
Vice President and Treasurer

*allts changed
by - G*

10875 *A*
RECORDATION NO. Filed 1425

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INTERSTATE COMMERCE COMMISSION

COUNTERPART NO. 1 OF
9 COUNTERPARTS.

[CS&M Ref. No. 2043-929]

TRANSFER AGREEMENT

As of June 1, 1979

LaSalle National Bank,
not in its individual capacity
but solely as Agent,
135 South LaSalle Street,
Chicago, Illinois 60690.

Attention of Corporate Trust Department

The undersigned proposes to acquire the used railroad equipment described in Annex I hereto (the "Hulks") from Seaboard Coast Line Railroad Company (the "Builder") and desires to have such Hulks reconstructed. The undersigned hereby agrees with you as follows:

1. In order to cause the Hulks to be reconstructed and sold to us by you on conditional sale, the undersigned hereby assigns and transfers to you (WITHOUT ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO TITLE, FITNESS, MERCHANTABILITY OR WORKMANSHIP) security title to the Hulks.

2. You will hold security title under and pursuant to the Reconstruction and Conditional Sale Agreement dated as of the date hereof (the "RCSA"), among you, the Builder and us, and you will request that the Hulks be reconstructed pursuant thereto in accordance with the specifications referred to in Article 1 thereof. In accordance with the RCSA the undersigned will cause the Hulks to be delivered to the Builder on your behalf.

3. Upon completion of the reconstruction, the reconstructed Hulks will be delivered and conditionally sold by you to us in accordance with the RCSA.

4. If Hulks are excluded from the RCSA you shall release and reassign to us your security interest in such Hulks, without warranty.

5. This Agreement is being entered into solely to permit you to effectuate the foregoing. Your interest in the Hulks, in present form or as reconstructed, is a security interest, and we shall at all times be the owner

of the same. We shall have no personal liability under this Agreement, our obligations being solely as set forth in that certain Participation Agreement dated as of the date hereof, among us, the Builder and the other parties thereto, and the other agreements annexed to such Participation Agreement.

6. This Agreement may be executed by you and us in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Annex I and the footnotes thereto are an integral part of this Agreement and are incorporated herein by reference.

7. Each and all of the representations, warranties, undertakings and agreements herein made on the part of the undersigned are made and intended not as personal representations, warranties, undertakings and agreements by the undersigned in its individual capacity or for the purpose or with the intention of binding the undersigned personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in a Trust Agreement dated as of the date hereof between Twenty-Second HFC Leasing Corporation and the undersigned (the "Trust Agreement"); this Agreement is executed and delivered by the undersigned not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and, except in the case of gross negligence or wilful misconduct on the part of the undersigned, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the undersigned on account of this Agreement or on account of any representation, warranty, undertaking or agreement of the undersigned herein either expressed or implied, all such personal liability, if any, being expressly waived and released by you and by all persons claiming by, through or under you; provided, however, that you or any person claiming by, through or under you, making claim hereunder, may look to the Trust Estate for satisfaction of the same.

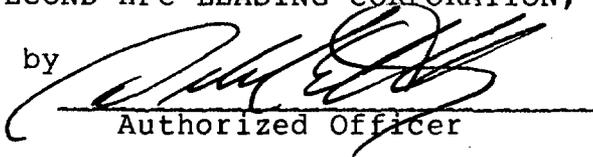
If the foregoing is in accordance with your understanding, please sign each of the enclosed counterparts of

this letter in the space provided and return one counterpart to us.

Very truly yours,

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee under a Trust Agreement dated as of June 1, 1979, with TWENTY-SECOND HFC LEASING CORPORATION,

[Seal]

by 
Authorized Officer

Attest:

by



ACCEPTED:

LASALLE NATIONAL BANK,
not in its individual
capacity but solely
as Agent,

[Corporate Seal]

Attest:

by

Vice President

by

Corporate Trust Officer

this letter in the space provided and return one counterpart to us.

Very truly yours,

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee under a Trust Agreement dated as of June 1, 1979, with TWENTY-SECOND HFC LEASING CORPORATION,

[Seal]

by

Authorized Officer

Attest:

by

ACCEPTED:

LASALLE NATIONAL BANK,
not in its individual
capacity but solely
as Agent,

by

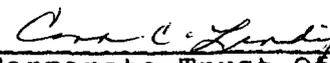


Vice President

[Corporate Seal]

Attest:

by



Corporate Trust Officer

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this 4th day of October 1979, before me personally appeared **DONALD E. SMITH**, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the seal of such corporation and that such instrument was signed and sealed on behalf of such 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 such corporation.

Barbara S. Kacich
 Notary Public
BARBARA S. KACICH
 NOTARY PUBLIC
 MY COMMISSION EXPIRES MARCH 31, 1982

[Notarial Seal]

My commission expires

STATE OF ILLINOIS,)
) ss.:
 COUNTY OF COOK,)

On this _____ day of October 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of LASALLE NATIONAL BANK, that the seal affixed to the foregoing instrument is the corporate seal of such corporation and that such instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of such corporation.

 Notary Public

[Notarial Seal]

My commission expires

STATE OF CONNECTICUT,)

) ss.:

 COUNTY OF HARTFORD,)

On this _____ day of October 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the seal of such corporation and that such instrument was signed and sealed on behalf of such 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 such corporation.

 Notary Public

[Notarial Seal]

My commission expires _____

STATE OF ILLINOIS,)

) ss.:

 COUNTY OF COOK,)

On this 4th day of October 1979, before me personally appeared R. K. WEBER, to me personally known, who, being by me duly sworn, says that he is a Vice President of LASALLE NATIONAL BANK, that the seal affixed to the foregoing instrument is the corporate seal of such corporation and that such instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of such corporation.

Patricia M. Kennedy

 Notary Public

[Notarial Seal]

My Commission Expires August 24, 1982.

My commission expires _____

TRANSFER AGREEMENT

ANNEX I*

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>
900	70-ton box cars	SCL 20000-20749
	70-ton box cars	20771-23149
	70-ton box cars	23160-25699
	70-ton box cars	60000-60299
	90-ton box cars	95000-95349
	90-ton box cars	99100-99349
	70-ton box cars	635000-636199
	70-ton box cars	637000-638299
	70-ton box cars	638305-638789
	70-ton box cars	815000-815499
	70-ton box cars	816000-816299
	70-ton box cars	816550-816749
	70-ton box cars	828000-828799
	70-ton box cars	40000-41149
	70-ton box cars	80000-80599
	70-ton box cars	615000-615399
	70-ton box cars	815500-815599
	70-ton box cars	816300-816549
	70-ton box cars	860000-860024
200	100-ton hopper cars	420000-422399
	100-ton hopper cars	689200-689799
	100-ton hopper cars	830750-832499
	100-ton hopper cars	240000-242699
	100-ton hopper cars	260000-260079
	100-ton hopper cars	689000-689199
	100-ton hopper cars	835805-835999
<u>1,100</u>		

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Transfer Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover such of the Hulks as are delivered by the Seller (as defined in the Hulk Purchase Agreement) and accepted by the Buyer (as defined in the Hulk Purchase Agreement) on or after the First Delivery Date (as defined in the Participation Agreement), and on or before June 13, 1980, having an aggregate Purchase Price (as defined in the RCSA) when reconstructed not in excess of the Maximum Purchase Price (as defined in the RCSA). After delivery of all the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Transfer Agreement and will designate the particular road numbers thereof.