



RECORDATION NO. 10583-4  
FILED 1425  
FEB 16 1989 -11 00 AM

INTERSTATE COMMERCE COMMISSION

100 North Charles Street  
Baltimore, Maryland 21201

RECORDATION NO. 10583-2  
FILED 1425  
FEB 16 1989 -11 00 AM

INTERSTATE COMMERCE COMMISSION

9-047A004

CSX Equipment

RECORDATION NO. 10583-4  
FILED 1425

FEB 16 1989 -11 00 AM  
February 3, 1989  
INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Attention: Recordation Unit  
12th Street & Constitution Avenue, N.W.  
Washington, DC 20423

Mrs. Mildred Lee:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. sec, 11303(a) and the regulations promulgated thereunder, is one (1) executed counterpart and two (2) copies thereof of a secondary document, not previously recorded, entitled PURCHASE AND SALE AGREEMENT with a BILL OF SALE and a RELEASE dated as of December 30, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
(as Agent)  
P.O.Box 2258  
Baltimore, MD 21203

Connell Rice & Sugar Co. Inc. (Connell Leasing Company Division, "Connell") (as Seller with HFC Leasing, Inc.)  
45 Cardinal Drive  
Westfield, New Jersey 07092

HFC Leasing, Inc.  
(as Seller with Connell)  
2700 Sanders Road  
Prospect Heights, Il. 60070

The Connecticut Bank and Trust Company, National Association  
(successor to the The Connecticut Bank and Trust Company ("Connecticut Bank", as trustee)  
Old Constitution Plaza  
Harford, Connecticut 06114

CSX Transportation Inc. (as Lessee and Buyer)  
Successor by merger to The Chesapeake and Ohio Railway Company (C&O)  
100 North Charles Street  
Baltimore, MD 21201

The first enclosed document, entitled PURCHASE AND SALE AGREEMENT, among other things, specifies the desires of the Buyer to purchase and each of the Sellers desires to sell and cause to be sold that certain railroad equipment originally under the Reconstruction and Conditional Sale Agreement, dated as of May 1, 1979, filed with the Interstate Commerce Commission ("ICC") on July 3, 1979 as well as that certain Transfer Agreement, Lease, Assignment of Lease and Agreement and a Hulk Purchase Agreement, all filed with the ICC with Recordation Nos. 10583, 10583-A, 10583-B, 10583-C and 10583-D, respectively.

The second enclosed document, entitled BILL OF SALE specifies the terms of the sale by the Sellers to sell, assign, transfer and set over to Buyer, all right, title and interest in and to the Equipment described in Schedule I of the Bill of Sale from that certain Lease of Railroad Equipment (as modified, supplemented or amended from time to time), dated as of May 1, 1979, filed with the Interstate Commerce Commission ("ICC") on July 3, 1979 and assigned Recordation No. 10583-B.

The third enclosed document, entitled RELEASE, specifies the acknowledgment of the satisfaction of all debt owed to the Agent pursuant to, and release all right, title and interest in and to, that certain railroad equipment originally under the Reconstruction and Conditional Sale Agreement, dated as of May 1, 1979, filed with the Interstate Commerce Commission ("ICC") on July 3, 1979 as well as that certain Transfer Agreement, Lease, Assignment of Lease and Agreement and a Hulk Purchase Agreement, all filed with the ICC and assigned Recordation Nos. 10583, 10583-A, 10583-B, 10583-C and 10583-D, respectively.

The units of equipment covered by the enclosed documents are all units identified in said Agreements. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release"

Enclosed is a check in the amount of \$13.00 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Instrument of Release not

needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,



Robert F. Hochwarth  
Senior Counsel

cc: Mr. D.J. Voisard  
Enclosures



100 North Charles Street  
Baltimore, Maryland 21201

*201*  
*10583*

(3)

CSX Equipment

February 3, 1989

Secretary  
Interstate Commerce Commission  
Attention: Mrs. Mildred Lee  
Recordation Unit  
12th & Constitution Streets  
Washington D.C. 20423

ICG Washington, D.C.  
Date \_\_\_\_\_  
Fee \$ \_\_\_\_\_  
ICG Washington, D.C.

Dear Mrs. Lee:

Attached are two (2) sets of documents with one original and two copies in each set entitled "PURCHASE AND SALE AGREEMENT", "BILL OF SALE" AND "RELEASE" along with a cover letter to the ICC for each of the former Chesapeake and Ohio Railroad transactions:

- Reconstruction and Conditional Sale Agreement, dated as of December 1, 1978 covering various units of freight cars.
- ✓ - Reconstruction and Conditional Sale Agreement, dated as of May 1, 1979, covering various units of freight cars.

Please review these documents for content and record same with the ICC. Two checks for \$13.00 are attached to cover the recording cost of each filing.

Once this instrument is recorded, please forward the two copies of the recorded document to the following:

Richardson C. Cole  
Treasury Department B06E  
CSX Transportation, Inc.  
100 North Charles Street  
Baltimore, MD 21201

If there are any questions or problems with these documents, please call me at (301-237-4581). Thank you for your assistance in completing this recording in an expeditious manner.

Very truly yours,

*[Signature]*  
Richardson C. Cole

CSX Distribution Services, CSX Equipment, CSX Rail Transport and American Commercial Lines are units of CSX Transportation, Inc. and its affiliates.

cc: Mr. D.J.Voisard  
Attachments

10583-A  
FEB 16 1989 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made as of the 30th day of December, 1988, by and among CSX TRANSPORTATION INC. (the "Buyer"), a corporation organized under the laws of the Commonwealth of Virginia, as successor by merger to The Chesapeake and Ohio Railway Company ("Chesapeake"), SEVENTEENTH HFC LEASING CORPORATION (the "Seller"), a corporation organized under the laws of the State of Delaware and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association (successor to The Connecticut Bank and Trust Company ("Connecticut Bank")), not in its individual capacity but solely as trustee ("CBT") pursuant to a certain Trust Agreement (as hereinafter defined).

WHEREAS, pursuant to a Trust Agreement (as modified, supplemented or amended from time to time to the date hereof, the "Trust Agreement"), dated as of May 1, 1979, between the Seller and Connecticut Bank, Seller is the beneficial owner of certain units of reconstructed railroad equipment held in trust by CBT on the date hereof (the "Units"); and

WHEREAS, Connecticut Bank leased said Units (and all other units then subject to the Trust ("Trust") created

pursuant to the Trust Agreement) to Chesapeake ("Lessee"), pursuant to a Lease of Railroad Equipment (as modified, supplemented or amended from time to time to the date hereof, the "Lease"), dated as of May 1, 1979; and

WHEREAS, Mercantile-Safe Deposit and Trust Company ("Mercantile") holds security title to said Units pursuant to a Reconstruction and Conditional Sale Agreement (as modified, supplemented or amended from time to time to the date hereof, the "RCSA"), dated as of May 1, 1979 among Mercantile, Chesapeake and Connecticut Bank and a Transfer Agreement dated as of May 1, 1979 between Mercantile and Connecticut Bank to secure payment of debt incurred by Seller to purchase said Units (and the other units subject to the Trust on May 1, 1979), which debt has been paid in full;

WHEREAS, Mercantile and CBT desire to facilitate the purchase and sale of the Units so that on the Closing Date such Units shall be sold to Buyer free and clear of the security title held by Mercantile; and

WHEREAS, Buyer desires to purchase and Seller desires to sell and to cause to be sold the aforesaid Units on the Closing Date;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and suf-

iciency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Equipment. Provided that the conditions set forth in Section 3 shall have been satisfied, Seller agrees to sell and to cause CBT to sell, and Buyer agrees with Seller and with CBT to purchase, on February 2, 1989 or such other date as the parties hereto may agree (the "Closing Date") all of the right, title and interest of each of Seller and CBT in and to the Units and the Lease such that the right of Lessee to use and possess (as described in Section 11 of the Lease) such Units shall not be disturbed. The Units of reconstructed railroad equipment held by CBT on the date hereof are described on Exhibit A. Such Units are collectively referred to herein as the "Equipment". The Units are to be sold to Buyer on the Closing Date, except for those which shall have suffered a Casualty Occurrence (as defined in the Lease).

2. Purchase Price; Closing. The purchase price for the Equipment shall be \$3,380,356.00 (the "Purchase Price"). Provided that the conditions set forth in Section 3 shall have been satisfied, the Purchase Price shall be paid in immediately available United States funds on the Closing Date by wire transfer to the Account of Seller at First National Bank of Chicago, Account No. 54-99097. A

closing (the "Closing") shall be held at the offices of White & Case, 1155 Avenue of the Americas, New York, New York beginning at 10 a.m. on the Closing Date. It is the intention of the parties hereto that Seller shall retain the benefits and burdens of ownership in respect of the Equipment until the Closing Date, and, accordingly, in the event that any Unit has been the subject of a Casualty Occurrence, the Purchase Price will be reduced on a pro rata basis. At the Closing, the following events shall occur:

(a) CBT shall deliver to Seller by wire transfer to the First National Bank of Chicago, Account No. 54-99097, pursuant to Section 8 hereof, any amounts it shall have received pursuant to Section 3(b) hereof which shall not previously have been delivered; and

(b) CBT shall deliver to Buyer a Bill of Sale ("Bill of Sale") with respect to the Units to be sold hereunder and the Lease substantially in the form of Exhibit B to this Agreement.

3. Closing Conditions. It shall be a condition of the consummation of the transactions contemplated hereby that on the Closing Date:

(a) there shall be no default or Event of Default under the Lease;

(b) all amounts payable under the Lease, including rental payments and amounts payable as the result of a Casualty Occurrence, shall have been paid to CBT;

(c) no more than 5% of the Units shall have been the subject of a Casualty Occurrence;

(d) all representations and warranties contained in Sections 5, 6, 7 and 13 hereof shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the Closing Date; and

(e) Mercantile shall have executed and delivered a Release (the "Release") of its security title substantially in the form of Exhibit C hereto.

4. Allocation of Revenues and Expenses; Events Prior to the Closing Date. All revenues and expenses with respect to the Equipment, other than expenses for which the Lessee is responsible under the Lease, which accrue or are incurred or relate to any point in time prior to the Closing Date shall be for the account of Seller. All revenues and expenses with respect to the Equipment which accrue or are incurred or relate to any point in time on or after the Closing Date shall be for the account of Buyer. Seller and CBT shall retain all rights to which they are respectively entitled under the Participation Agreement dated as of May

1, 1979 among Chesapeake, Mercantile, Seller, HFC Leasing Inc. and Connecticut Bank, as modified, supplemented or amended from time to time to the date hereof, the Trust Agreement, the Lease, the RCSA and the documents related thereto, which, in whole or in part, derive from or relate to any event, circumstance or matter arising, occurring or existing prior to or coincident with the Closing Date.

5. Representations and Warranties of Seller.

Seller hereby does, and on the Closing Date shall, represent, warrant and declare to and in favor of the other parties hereto that:

(a) Seller holds beneficial title to the Equipment pursuant to the Trust Agreement and Seller has placed no lien, charge, security interest or other encumbrance on the Equipment or any Unit thereof or the Lease, except for liens in favor of Mercantile;

(b) Seller is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its incorporation; and

(c) This Agreement (i) has been properly authorized by all necessary corporate action, (ii) does not require the approval of any third party (other than those approvals which have been obtained prior to the

date of this Agreement) and (iii) constitutes the legal, valid and binding obligation of Seller.

6. Representations and Warranties of Buyer. Buyer hereby does, and on the Closing Date shall, represent, warrant and declare to and in favor of the other parties hereto that:

(a) Buyer is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its incorporation;

(b) This Agreement (i) has been properly authorized by all necessary corporate action, (ii) does not require the approval of any third party (other than those approvals which have been obtained prior to the date of this Agreement), (iii) constitutes the legal, valid and binding obligation of Buyer, (iv) does not constitute a breach of any existing and outstanding contractual or other obligation of Buyer, or violate any provision of law or the charter or by-laws of Buyer, and (v) requires no approval or provision of prior notice to any government, government agency, ministry, bureau or commission, whether domestic or foreign;

(c) Buyer has inspected the Equipment, prepared and delivered Exhibit A, agrees to purchase and accept the Equipment on an "as is, where is" basis, and agrees

that Seller has not made any representations or warranties as to Exhibit A, the physical condition of the Equipment or any other matter affecting or relating to the Equipment, except as specifically set forth in this Agreement.

7. Representation and Warranties of CBT. CBT hereby does, and on the Closing Date shall, represent, warrant and declare to and in favor of the other parties hereto that:

(a) CBT holds legal title to the Equipment and CBT has placed no lien, charge, security interest or other encumbrance on the Equipment or any Unit thereof or the Lease, except for liens in favor of Mercantile;

(b) CBT, in its individual capacity, is a duly organized and validly existing banking association in good standing under the laws of the United States of America; and

(c) This Agreement (i) has been properly authorized by all necessary corporate action, (ii) does not require the approval of any third party (other than those approvals which have been obtained prior to the date of this Agreement) and (iii) constitutes the legal, valid and binding obligation of CBT.

8. Lease Payments. The parties hereto agree that all amounts payable under the Lease, including rental payments and amounts payable as a result of a Casualty Occurrence, shall be paid to CBT pursuant to Section 3(b) hereof prior to or no later than 11 a.m. New York time on the Closing Date and CBT shall transfer such amounts to Seller pursuant to Section 2(a) hereof. To the extent that the foregoing sentence shall limit, qualify or conflict with any provision of the Lease, the Trust Agreement or any document related thereto, the parties hereto agree that such sentence shall control and to the extent necessary to effect the intent of the parties any such provision shall be deemed amended, modified or supplemented.

9. No Warranties. NEITHER CBT NOR SELLER MAKES ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE EQUIPMENT, AND BUYER HEREBY WAIVES ALL REMEDIES, WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT SOLD OR FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (2) ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF

TRADE, AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING FROM EVENTS OCCURRING FROM AND AFTER THE CLOSING DATE FOR LOSS OF OR DAMAGE TO THE EQUIPMENT, FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

10. Indemnities. (a) Buyer shall indemnify and hold Seller harmless from and against any and all costs, claims, liabilities and causes of action, including but not limited to attorneys' fees and the costs of defense (collectively, the "Claims"), arising from events occurring with respect to Section 5.01 or 6.01 of the Trust Agreement. Upon payment of such indemnity, Buyer shall be subrogated to Seller's rights against any third parties respecting the Claims. Buyer shall further indemnify and hold Seller harmless with respect to all costs, expenses and fees (including without limitation legal fees) incurred in connection with the negotiation, documentation and consummation of the transactions hereby contemplated (whether or not consummated).

(b) All indemnities for the benefit of Mercantile and/or CBT set forth in the Lease, the RCSA, the Trust Agreement and the documents related thereto, including but not limited to Articles 12 and 21 of the RCSA, Sections 8 and 22 of the Lease and Section 5.01 of the Trust Agreement,

shall survive the execution and delivery of this Agreement and the documents related hereto.

11. Expenses. Within 30 days after February 2, 1989, Seller, CBT and Mercantile shall submit to Buyer invoices for all reasonable costs, expenses, fees and other amounts (including without limitation reasonable legal fees) owed to or incurred by Seller, CBT or Mercantile, respectively, in connection with the negotiation, documentation and consummation of the transactions hereby contemplated (whether or not consummated). Buyer shall pay each such invoice promptly, or if Seller, CBT or Mercantile shall have paid such invoice, Buyer shall promptly reimburse the paying party.

12. Taxes. Buyer will indemnify Seller, on an after-tax basis, against all taxes, fees, duties and other charges of any nature whatsoever ("Taxes") imposed by any taxing jurisdiction in whole or in part as a result of the transactions contemplated hereby other than (i) United States federal income Taxes, (ii) Taxes on net income imposed by the state (and any political subdivision thereof) where Seller has its principal place of business and (iii) Taxes imposed by any jurisdiction where the jurisdiction to tax is based solely on matters unrelated to the Equipment,

the transactions contemplated by this Agreement and/or the Lease.

13. Assumption of Ownership; Registration. Buyer hereby does, and on the Closing Date shall (i) acknowledge that it has on hand and in its possession the Equipment and (ii) pursuant to the terms hereof, purchase and accept the Equipment on an "as is, where is" basis. Within a reasonable period of time after the Closing Date, Buyer shall cause this Agreement, the Bill of Sale and the Release, any assignments hereof or thereof and any amendments hereto or thereto to be duly filed with the Interstate Commerce Commission, pursuant to Article 17 of the RCSA, and posted against certain documents bearing recordation numbers 10583, 10583-A, 10583-B, 10583-C and 10583-D.

14. Termination of Trust Agreement. Seller hereby instructs CBT that the consummation of the transactions hereby contemplated, and the payment of all amounts required to be paid to CBT or Seller hereunder, shall constitute a final disposition of all the property, including all right, title and interest of CBT in and to the Trust Documents (as defined in the Trust Agreement), the Equipment and all money, other property and proceeds constituting the Trust Estate (as defined in the Trust Agreement), so that upon such consummation and payment, CBT is directed to

terminate the Trust, and CBT shall be released from all further liabilities and obligations under the Trust Agreement and the documents related thereto.

15. Further Assurances. Seller shall make, do and execute or cause to be made, done and executed all such further acts, deeds and assurances as Buyer or Buyer's counsel may deem appropriate to effectively convey the Equipment and the interests in the Lease to Buyer as aforesaid and according to the intent and meaning of this Agreement. Buyer shall make, do and execute or cause to be made, done and executed all such further acts, deeds and assurances as Seller or Seller's counsel may deem appropriate to effectively convey the Equipment and the interests in the Lease to Buyer as aforesaid and according to the intent and meaning of this Agreement.

16. Records. As soon as practicable after the Closing Date, Seller will furnish Buyer with copies of those documents in the possession of Seller, if any, as Buyer may reasonably request and as are reasonably necessary for the administration of the Equipment and the Lease.

17. Survival of Representations and Warranties. The representations and warranties herein contained shall survive the execution of this Agreement by the parties hereto, shall be deemed made on the date hereof and on the Clos-

ing Date, and shall inure to the benefit of any successors or assigns of the parties hereto.

18. Conflict. To the extent that any provision of this Agreement shall limit, qualify or conflict with another provision of any agreement, contract, certificate, instrument or other document, the provisions of this Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, administrators and assigns.

20. Severability. Any term, condition or provision of this Agreement which is, or is deemed to be, void, prohibited, or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

21. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and super-

sedes all prior agreements, understandings and representations, oral or written. No modification, limitation or release of any of the terms and conditions hereof shall be made except by mutual agreement to that effect in writing and signed by the parties hereto.

22. Headings. The section headings in this Agreement are used in this Agreement only for convenience and shall not be used in construing this Agreement nor to limit or affect any of the provisions of this Agreement.

23. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK, SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK AND THIS AGREEMENT SHALL BE DEEMED IN ALL RESPECTS TO BE A CONTRACT OF SUCH STATE OF NEW YORK.

24. Notice. All communications under this Agreement shall be in writing (including telegraphic, telex, telecopied or cable communication) and when mailed, telegraphed, telexed, telecopied, cabled or sent by overnight courier, shall be effective when deposited in the mails, delivered to the telegraph company, cable company or overnight carrier, as the case may be, or sent by telex or telecopier to the address set forth below or such other address as shall have been provided by written notice to all the

parties hereto. The addresses of the parties hereto as of the date hereof are as follows:

CSX Transportation Inc.  
100 North Charles Street  
Baltimore, MD 21201

Seventeenth HFC Leasing Corporation  
2700 Sanders Road  
Prospect Heights, IL 60070

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115  
Attention: Corporate Trust Department

25. Counterparts. This Agreement may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove set forth.

SELLER:

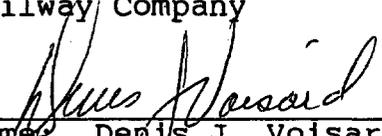
SEVENTEENTH HFC LEASING CORPORATION

By Stanley Malinowski  
Name: Stanley Malinowski  
Title: VICE-PRESIDENT

BUYER:

CSX TRANSPORTATION INC., as  
successor by merger to  
The Chesapeake and Ohio  
Railway Company

By

  
Name: Denis J. Voisard  
Title: Assistant Vice President  
and Treasurer - Equipment  
Unit

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION, not  
in its individual capacity but  
solely as trustee

By

\_\_\_\_\_  
Name:  
Title:

CSX TRANSPORTATION INC., as  
successor by merger to  
The Chesapeake and Ohio  
Railway Company

By

\_\_\_\_\_  
Name: Denis J. Voisard  
Title: Assistant Vice President  
and Treasurer - Equipment  
Unit

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION, not  
in its individual capacity but  
solely as trustee

By

  
\_\_\_\_\_  
Name: **V. Kreuscher**  
Title: **ASSISTANT VICE PRESIDENT**

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	8909
BO	8910
BO	8920
BO	8933
BO	8941
BO	8951
BO	8953
BO	8954
BO	8955
BO	8956
BO	8960
BO	8968
BO	8974
BO	8981
BO	8984
BO	8985
BO	8986
BO	9105
BO	9106
BO	9111
BO	9114
BO	9118
BO	9119
BO	9123
BO	9125
BO	9137
BO	9144
BO	9157
BO	9158
BO	9160
BO	9180
BO	9185
BO	9195
BO	9242
BO	9248
BO	9257
BO	9262
BO	9270
BO	9273
BO	9277
BO	9280
BO	9282
BO	10049
BO	10057
BO	10080
BO	10134

EXHIBIT A

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	10182
BO	10236
BO	10282
BO	10303
BO	10356
BO	10418
BO	10521
BO	10522
BO	10561
BO	10590
BO	10635
BO	10650
BO	10660
BO	10669
BO	10671
BO	10684
BO	10718
BO	10784
BO	10795
BO	10814
BO	10818
BO	10915
BO	10940
BO	10949
BO	10967
BO	11038
BO	11052
BO	11069
BO	11089
BO	11144
BO	11145
BO	11154
BO	11194
BO	11201
BO	11209
BO	11212
BO	11214
BO	11235
BO	11264
BO	11274
BO	11276
BO	11279
BO	11333
BO	11343
BO	11353
BO	11356

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	11380
BO	11385
BO	11390
BO	11394
BO	11414
BO	11434
BO	11437
BO	11457
BO	11458
BO	11482
BO	11532
BO	11541
BO	11554
BO	11580
BO	11602
BO	11604
BO	11613
BO	11617
BO	11619
BO	11626
BO	11644
BO	11648
BO	11649
BO	11665
BO	11667
BO	11700
BO	11704
BO	11714
BO	11726
BO	11732
BO	11761
BO	11772
BO	11785
BO	11787
BO	11831
BO	11906
BO	11911
BO	12035
BO	12037
BO	12038
BO	12062
BO	12069
BO	12093
BO	12100
BO	12112
BO	12116

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	12138
BO	12175
BO	12183
BO	12187
BO	12211
BO	12229
BO	12259
BO	12275
BO	12323
BO	12336
BO	12343
BO	12350
BO	12359
BO	12402
BO	12418
BO	12419
BO	12453
BO	12454
BO	12479
BO	12493
BO	12509
BO	12516
BO	12563
BO	12568
BO	12578
BO	12584
BO	12609
BO	12623
BO	12637
BO	12653
BO	12692
BO	12696
BO	12700
BO	12720
BO	12728
BO	12743
BO	12756
BO	12777
BO	12784
BO	12790
BO	12799
BO	12802
BO	12804
BO	12830
BO	12845
BO	12846

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	12864
BO	12890
BO	12894
BO	12904
BO	12910
BO	12936
BO	12960
BO	12967
BO	12977
BO	12982
BO	12993
BO	12994
BO	12997
BO	13011
BO	13034
BO	13039
BO	13058
BO	13063
BO	13070
BO	13072
BO	13081
BO	13093
BO	13107
BO	13122
BO	13129
BO	13152
BO	13168
BO	13171
BO	13177
BO	13192
BO	13219
BO	13224
BO	13225
BO	13238
BO	13273
BO	13306
BO	13317
BO	13327
BO	13328
BO	13355
BO	13365
BO	13385
BO	13389
BO	13393
BO	13406
BO	13426

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	13447
BO	13492
BO	13499
BO	13514
BO	13527
BO	13529
BO	13532
BO	13537
BO	13551
BO	13580
BO	13603
BO	13608
BO	13621
BO	13633
BO	13656
BO	13690
BO	13701
BO	13727
BO	13765
BO	13770
BO	13790
BO	13808
BO	13841
BO	13847
BO	13853
BO	13854
BO	13856
BO	13857
BO	13877
BO	13885
BO	13887
BO	13899
BO	13960
BO	13970
BO	13975
BO	13976
BO	13983
BO	14004
BO	14016
BO	14033
BO	14036
BO	14046
BO	14052
BO	14063
BO	14083
BO	14101

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	14105
BO	14113
BO	14115
BO	14129
BO	14163
BO	14169
BO	14177
BO	14202
BO	14242
BO	14248
BO	14260
BO	14292
BO	14302
BO	14309
BO	14326
BO	14343
BO	14370
BO	14375
BO	14381
BO	14391
BO	14415
BO	14473
BO	14487
BO	14531
BO	14534
BO	14563
BO	14569
BO	14600
BO	14603
BO	14645
BO	14659
BO	14662
BO	14663
BO	14672
BO	14680
BO	14703
BO	14711
BO	14727
BO	14752
BO	14757
BO	14759
BO	14781
BO	14786
BO	14800
BO	14816

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	14823
BO	14827
BO	14828
BO	14830
BO	14831
BO	14840
BO	14843
BO	14859
BO	14871
BO	14896
BO	14904
BO	14911
BO	14918
BO	14942
BO	14960
BO	14977
BO	14989
BO	14999
BO	15011
BO	15030
BO	15031
BO	15040
BO	15055
BO	15079
BO	15113
BO	15121
BO	15124
BO	15133
BO	15156
BO	15169
BO	15191
BO	15224
BO	15246
BO	152029
BO	152362
BO	152457
BO	152649
BO	152736
BO	152749
BO	152794
BO	152849
BO	152853
BO	152985
BO	153023
BO	153059
BO	153139

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
BO	153156
BO	153175
BO	153185
BO	153327
BO	153349
BO	153454
BO	153490
BO	153608
BO	153771
BO	153842
BO	154077
BO	154086
BO	154185
BO	154221
BO	154293
BO	154308
BO	154322
BO	154374
BO	154397
BO	154420
BO	154465
BO	154468
BO	154515
BO	154730
BO	154767
BO	154861
BO	154870
BO	154922
BO	154980
BO	154983
BO	155018
BO	155024
BO	155190
BO	155192
BO	155234
BO	155300
BO	155327
BO	155450
BO	155571
BO	155648
BO	155911
BO	352257
BO	355053
CO	355458
CO	7702
CO	7707

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
CO	7708
CO	7720
CO	7725
CO	7728
CO	22059
CO	22118
CO	22138
CO	22213
CO	22247
CO	27794
CO	27798
CO	27823
CO	27833
CO	27860
CO	27864
CO	27887
CO	27900
CO	27907
CO	27945
CO	27986
CO	28013
CO	28111
CO	28112
CO	28154
CO	28207
CO	28231
CO	28244
CO	28349
CO	28403
CO	28442
CO	28445
CO	28511
CO	28526
CO	28537
CO	28584
CO	28585
CO	28593
CO	28598
CO	28622
CO	28697
CO	28722
CO	28746
CO	28765
CO	28792
CO	28795
CO	28829

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
CO	28859
CO	28881
CO	28942
CO	28950
CO	28991
CO	32248
CO	32258
CO	32278
CO	32291
CO	32293
CO	32295
CO	32312
CO	32322
CO	32336
CO	32337
CO	32370
CO	85251
CO	103390
CO	103433
CO	103456
CO	103468
CO	103528
CO	103541
CO	103549
CO	103558
CO	103572
CO	103679
CO	103701
CO	103743
CO	103760
CO	103764
CO	103769
CO	103787
CO	103798
CO	103801
CO	103843
CO	103857
CO	103887
CO	103907
CO	103929
CO	103930
CO	103938
CO	103950
CO	110025
CO	110124
CO	110153

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
CO	110170
CO	110215
CO	110227
CO	110272
CO	110298
CO	110324
CO	110327
CO	110485
CO	110488
CO	110496
CO	110536
CO	110549
CO	110599
CO	110647
CO	110711
CO	110735
CO	110793
CO	110811
CO	110820
CO	110857
CO	110900
CO	110906
CO	110907
CO	110973
CO	111024
CO	111055
CO	111099
CO	111180
CO	1111252
CO	1111287
CO	1111302
CO	1111360
CO	1111670
CO	1111762
CO	1111857
CO	1111872
CO	1111905
CO	1111951
CO	112033
CO	112348
CO	112370
CO	112396
CO	112496
CO	112582
CO	113246
CO	113787

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
CO	115193
CO	150045
CO	150046
CO	150068
CO	150078
CO	150107
CO	150121
CO	150135
CO	150141
CO	150157
CO	150161
CO	150179
CO	150181
CO	150185
CO	150191
CO	150202
CO	150221
CO	150245
CO	150261
CO	150307
CO	150376
CO	150391
CO	150399
CO	150400
CO	150467
CO	150505
CO	150541
CO	150559
CO	150604
CO	150609
CO	150619
CO	150631
CO	150633
CO	150637
CO	150656
CO	150665
CO	150668
CO	150677
CO	150726
CO	150738
CO	150748
CO	150930
CO	150959
CO	150979
CO	151067
CO	151122

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
CO	151132
CO	151140
CO	151188
CO	151257
CO	151414
CO	151445
CO	151458
CO	151473
CO	151479
CO	151710
CO	151894
CO	151955
CO	152046
CO	152140
CO	152375
CO	152459
CO	152474
CO	152488
CO	152515
CO	152690
CO	152725
CO	152807
CO	152916
CO	152965
CO	153027
CO	153098
CO	153099
CO	153249
CO	153386
CO	153439
CO	153574
CO	153620
CO	153685
CO	153692
CO	153791
CO	153809
CO	153819
CO	153833
CO	154122
CO	154181
CO	154312
CO	154564
CO	154705
CO	154942
CO	154975
CO	155033

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
CO	155050
CO	155291
CO	155556
CO	155664
CO	155864
CO	526009
CO	526064
CO	526067
CO	526095
CO	526114
CO	526179
CO	526313
CO	526328
CO	526330
CO	526339
CO	526518
CO	526525
CO	526530
CO	526576
CO	526625
CO	526672
CO	526675
CO	526681
CO	526715
CO	526737
CO	526740
CO	526752
CO	526776
CO	526783
CO	526826
CO	526836
CO	526855
CO	526994
WM	2405
WM	2406
WM	2415
WM	2432
WM	2433
WM	2437
WM	2438
WM	2443
WM	2456
WM	2457
WM	2466
WM	2467
WM	2471

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
WM	2474
WM	70006
WM	70010
WM	70025
WM	70051
WM	70059
WM	70093
WM	70117
WM	70127
WM	70130
WM	70158
WM	70161
WM	70164
WM	70175
WM	70189
WM	70199
WM	70200
WM	70236
WM	70239
WM	70249
WM	70254
WM	70271
WM	70281
WM	70286
WM	70291
WM	70300
WM	70311
WM	70334
WM	70336
WM	70348
WM	70356
WM	70384
WM	70413
WM	70441
WM	70469
WM	70473
WM	70476
WM	70493
WM	70501
WM	70512
WM	70517
WM	70530
WM	70540
WM	70544
WM	70546
WM	70558

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
WM	70573
WM	70580
WM	70581
WM	70582
WM	70588
WM	70590
WM	70597
WM	70620
WM	70645
WM	70654
WM	70665
WM	70666
WM	70680
WM	70684
WM	70685
WM	70691
WM	70703
WM	70716
WM	70717
WM	70722
WM	70727
WM	70734
WM	70738
WM	70741
WM	70744
WM	70754
WM	70756
WM	70759
WM	70766
WM	70767
WM	70770
WM	70775
WM	70784
WM	70787
WM	70795
WM	70801
WM	70805
WM	70815
WM	70816
WM	70829
WM	70830
WM	70843
WM	70845
WM	70847
WM	70849
WM	70851

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
WM	70857
WM	70858
WM	70870
WM	70872
WM	70873
WM	70878
WM	70879
WM	70880
WM	70887
WM	70895
WM	70897
WM	70900
WM	70905
WM	70907
WM	70919
WM	70931
WM	70936
WM	70948
WM	70949
WM	70950
WM	70957
WM	70992
WM	70997
WM	71002
WM	71016
WM	71029
WM	71031
WM	71036
WM	71039
WM	71041
WM	71067
WM	71076
WM	71079
WM	71087
WM	71092
WM	71107
WM	71123
WM	71136
WM	71148
WM	71149
WM	71160
WM	71162
WM	71164
WM	71171
WM	71183
WM	71190

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
WM	71225
WM	71262
WM	71285
WM	71325
WM	71328
WM	71335
WM	71341
WM	71350
WM	71353
WM	71365
WM	71372
WM	71390
WM	71395
WM	71417
WM	71422
WM	71424
WM	71439
WM	71442
WM	71451
WM	71464
WM	71494
WM	72030
WM	72064
WM	72083
WM	72100
WM	72133
WM	72203
WM	72206
WM	72235
WM	72239
WM	72290
WM	72316
WM	72318
WM	72380
WM	80003
WM	80009
WM	80036
WM	80044
WM	80050
WM	80052
WM	80072
WM	80081
WM	80089
WM	80117
WM	80124
WM	80150

CO LEASE DATED 5/1/79  
(LEASE NUMBER 3218)  
LISTING OF 895 REMAINING CARS

INITIAL	NUMBER
WM	80162
WM	80184
WM	80217
WM	80239
WM	80254
WM	80285
WM	80292
WM	80314
WM	80347
WM	80357
WM	80360
WM	80384
WM	80392
WM	80403
WM	80404
WM	80424
WM	80451
WM	80467
WM	80474
WM	80479
WM	80487

\*TOTAL INUM 3218

TOTAL

FEB 16 1989 - 11 00 AM

BILL OF SALE  
INTERSTATE COMMERCE COMMISSION

Pursuant to the provisions of that certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of December 30, 1988, among CSX Transportation Inc. ("Buyer"), Seventeenth HFC Leasing Corporation ("HFC") and The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as Trustee pursuant to a Trust Agreement (as modified, supplemented or amended from time to time, the "Trust Agreement") dated as of May 1, 1979 ("CBT"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer, CBT does hereby sell, assign, transfer and set over to Buyer, its successors and assigns, all right, title and interest in and to (a) those units of reconstructed railroad equipment described on Schedule I hereto (collectively referred to herein as the "Equipment" and each individually as a "Unit") on an "as is, where is" basis and (b) that certain Lease of Railroad Equipment (as modified, supplemented or amended from time to time, the "Lease"), dated as of May 1, 1979 between The Chesapeake and Ohio Railway Company and CBT. This Bill of Sale shall be construed in accordance with, and the rights and liabilities hereunder shall be governed by, the laws of the State of Connecticut.

CBT does hereby warrant that at the date of this Bill of Sale it holds legal title to the Equipment and CBT has placed no lien, charge, security interest or other encumbrance on the Equipment or any Unit thereof or the Lease, except for liens in favor of Mercantile-Safe Deposit and Trust Company.

IN WITNESS WHEREOF, CBT has caused this instrument to be signed by a duly authorized officer this \_\_\_\_ day of February, 1989.

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION, not  
in its individual capacity but  
solely as trustee

By \_\_\_\_\_

SCHEDULE I  
to  
Exhibit B

EQUIPMENT SCHEDULE

<u>Unit Type</u>	<u>Quantity</u>	<u>Lessee's Unit Numbers</u>
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RELEASE

To: Seventeenth HFC Leasing Corporation ("HFC")

CSX Transportation Inc. ("CSX"), as successor by merger to The Chesapeake and Ohio Railway Company ("Chesapeake")

The Connecticut Bank and Trust Company, National Association (successor to The Connecticut Bank and Trust Company ("Connecticut Bank")), as trustee ("CBT")

Dear Sirs,

Pursuant to a certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of December 30, 1988, among HFC, CSX and CBT, for valuable consideration the receipt and sufficiency of which we hereby acknowledge, we, not in our individual capacity but solely as agent pursuant to a certain Participation Agreement, dated as of May 1, 1979, as modified, supplemented or amended from time to time, hereby acknowledge the satisfaction of all debt owed to us pursuant to, and release all our right, title and interest in and to, the following documents (collectively the "Agreements"):

1. Reconstruction and Conditional Sale Agreement (the "RCSA"), dated as of May 1, 1979, among us, Chesapeake and Connecticut Bank, filed with the Interstate Commerce Commission ("ICC") on July 3, 1979, at 12:10 p.m., recordation number 10583;

2. Transfer Agreement, dated as of May 1, 1979, between us and Connecticut Bank, filed with the ICC on July 3, 1979, at 12:10 p.m., recordation number 10583-A;

3. Lease of Railroad Equipment, dated as of May 1, 1979, between Chesapeake and Connecticut Bank, filed with the ICC on July 3, 1979, at 12:10 p.m., recordation number 10583-B;

4. Assignment of Lease and Agreement, dated as of May 1, 1979, between us and Connecticut Bank, filed with the ICC on July 3, 1979, at 12:10 p.m., recordation number 10583-C; and

5. Hulk Purchase Agreement, dated as of May 1, 1979, between Connecticut Bank and Chesapeake, filed with the ICC on July 3, 1979, at 12:10 p.m., recordation number 10583-D.

This Release is provided pursuant to the Purchase Agreement and is given on the condition that all indemnities for our benefit as set forth in the Agreements and the documents related thereto, including but not limited to Articles 12 and 21 of the RCSA, shall survive the execution and delivery of this instrument and the Purchase Agreement. This Release may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have caused this instrument to be signed by a duly authorized officer this \_\_\_ day of February, 1989.

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, not in its individual  
capacity but solely as agent

[Corporate Seal]  
Attest:

By \_\_\_\_\_  
Authorized Officer

By \_\_\_\_\_  
Name: Russell E. Schreiber  
Title: Vice President

Agreed and Accepted:

SEVENTEENTH HFC LEASING  
CORPORATION

By \_\_\_\_\_  
Name: Stanley Malinowski  
Title:

CSX TRANSPORTATION INC., as  
successor by merger to The  
Chesapeake and Ohio Railway  
Company

By \_\_\_\_\_

Name: Denis J. Voisard  
Title: Assistant Vice  
President and  
Treasurer-Equipment  
Unit

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
not in its individual capacity  
but solely as trustee

By \_\_\_\_\_

Name:  
Title:

STATE OF MARYLAND )  
 )  
CITY OF BALTIMORE ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared Russell E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Vice President of Mercantile-Safe Deposit and Trust Company, that the seal affixed to the Release is the corporate seal of said corporation and that the foregoing Release was duly signed by him on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Release was the free act and deed of said corporation.

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Notary Public

[Notarial Seal]

My commission expires:

STATE OF *Illinois* )  
COUNTY OF *Cook* ) SS.:

On this 1<sup>st</sup> day of February, 1989, before me personally appeared Stanley Malinowski, to me personally known, who, being by me duly sworn, says that he is Vice President of Seventeenth HFC Leasing Corporation, and that the foregoing Purchase and Sale Agreement was duly signed by him on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Purchase and Sale Agreement was the free act and deed of said corporation.

Angela Todd  
Notary Public

[Notarial Seal]

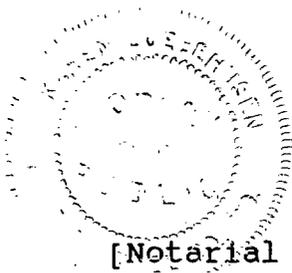


My commission expires:

STATE OF *Maryland* )  
*City* )  
COUNTY OF *Baltimore* ) SS.:

On this *1st* day of *February*, 1989, before me personally appeared Denis J. Voisard, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer - Equipment Unit of CSX Transportation Inc., and that the foregoing Purchase and Sale Agreement was duly signed by him on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Purchase and Sale Agreement was the free act and deed of said corporation.

*Karen Luebehusen*  
\_\_\_\_\_  
Notary Public

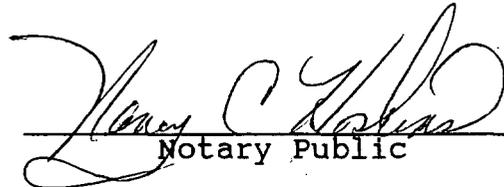


[Notarial Seal]

My commission expires: *July 1, 1990*

STATE OF CONNECTICUT )  
 ) SS.:  
COUNTY OF HARTFORD )

On this 2nd day of February, 1989, before me personally appeared V. Kreuzer, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, and that the foregoing Purchase and Sale Agreement was duly signed by him on behalf of said association. Further, he acknowledged that the execution of the foregoing Purchase and Sale Agreement was the free act and deed of said association.

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

**NANCY C. HOSKINS**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1992

[Notarial Seal]

My commission expires: