



David J. Lidstone
Associate General Counsel

General Electric Railcar Services Corporation
33 West Monroe St.
Chicago, IL 60603
312 853-5562

RECORDATION NO. 13657-Q FILED YES

SEP 29 1987 - 11 35 AM

September 28, 1987

No. 7-272A022

Date SEP 29 1987

Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

On behalf of General Electric Credit Corporation and The Connecticut Bank and Trust Company, National Association, a national banking corporation, not in its individual capacity but solely as trustee under a Trust Agreement dated June 1, 1982, between itself and General Electric Credit Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two enclosed executed counterparts of a secondary document, not previously recorded, entitled Full Termination Statement, executed September 25, 1987. The aforesaid document relates to that certain Purchase and Lease Agreement dated as of June 1, 1982, as supplemented and amended, all recorded with the Interstate Commerce Commission under Recordation No. 13657 and subparts thereof. The enclosed document should be filed under the next available letter designation under Recordation No. 13657 which we believe will be the letter "Q".

*This one
13657-Q
Counterpart
McGee*

The parties to the enclosed documents are:

General Electric Credit Corporation
260 Long Ridge Road
Stamford, CT 06902

and

The Connecticut Bank and Trust Company, National Association, a national banking corporation, not in its individual capacity but solely as trustee under a Trust Agreement dated June 1, 1982, between itself and General Electric Credit Corporation
c/o Day, Berry & Howard
City Place
Hartford, CT 06103

SEP 29 11 30 AM '87
MOTOR OPERATING UNIT
ICC OFFICE OF THE SECRETARY

The said document is a complete and full termination of the aforesaid Purchase and Lease Agreement.

Honorable Noreta R. McGee
September 28, 1987
Page 2

The equipment covered by the document is all the equipment covered by the Purchase and Lease Agreement as amended and supplemented.

A short summary of the document to appear in the ICC Index is as follows:

"Full termination."

Enclosed is a check in the amount of ten dollars (\$10) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the extra copy of this letter of transmittal.

Very truly yours,



David J. Lidstone

/med

Enclosures

BY HAND

Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

David J. Lidstone
General Electric Railcar Services Corp.
33 West Monore Street
Chicago, IL 60603

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 9/29/87 at 11:35AM, and assigned re-
recording number(s). 13657-Q

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 13657-Q Filed 1425

FULL TERMINATION STATEMENT

SEP 29 1987 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

The undersigned parties, together with Richmond Leasing Company and Richmond Tank Car Company, are parties to a Purchase and Lease Agreement dated June 1, 1982, as supplemented and amended (hereinafter referred to as the "Document"), all filed and recorded with the Interstate Commerce Commission under Recordation No. 13657 and subparts thereof.

By the terms of the Document, the undersigned were entitled to repossess the leased property (Railcars) in the event of default. Such event of default subsequently occurred, and by that certain Order dated August 13, 1987 and issued by the United States Bankruptcy Court, Southern District of Texas, Houston Division (attached as Exhibit A), the rights of Richmond Leasing Company, as debtor-in-possession, were extinguished. In particular, see Paragraph E of the Order.

The undersigned hereby state that any and all right, title and interest which Richmond Leasing Company and Richmond Tank Car Company may have had in the Railcars covered by the aforesaid Document and any and all right, title and interest in and under the said Document are terminated and cancelled and all right, title and interest in and to the Railcars has reverted to and is in General Electric Credit Corporation and The Connecticut Bank and Trust Company, not in its individual capacity but solely as trustee under a Trust Agreement dated June 1, 1982 between itself and General Electric Credit Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Full Termination Statement as of the 25th day of September, 1987.

GENERAL ELECTRIC CREDIT CORPORATION

By: 

Its: VICE PRESIDENT

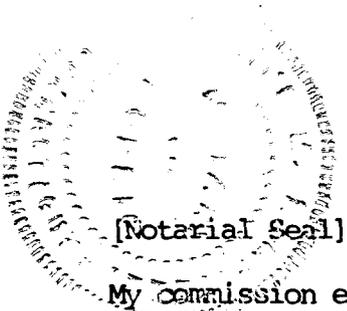
The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as trustee under a Trust Agreement dated June 1, 1982, between itself and GECC.

By: _____
Its: _____

STATE OF Connecticut)
COUNTY OF Fairfield) ss.: Stamford, September 25, 1987

On this 25th day of September, 1987, before me personally appeared Thomas P. Yezzer, to me personally known, who, being duly sworn, says that he is Vice President of GENERAL ELECTRIC CREDIT 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.

Cecilia M. Langstaffe
Notary Public



[Notarial Seal]

My Commission Expires

My Commission Expires Mar. 31, 1991

FULL TERMINATION STATEMENT

The undersigned parties, together with Richmond Leasing Company and Richmond Tank Car Company, are parties to a Purchase and Lease Agreement dated June 1, 1982, as supplemented and amended (hereinafter referred to as the "Document"), all filed and recorded with the Interstate Commerce Commission under Recordation No. 13657 and subparts thereof.

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The undersigned hereby state that any and all right, title and interest which Richmond Leasing Company and Richmond Tank Car Company may have had in the Railcars covered by the aforesaid Document and any and all right, title and interest in and under the said Document are terminated and cancelled and all right, title and interest in and to the Railcars has reverted to and is in General Electric Credit Corporation and The Connecticut Bank and Trust Company, not in its individual capacity but solely as trustee under a Trust Agreement dated June 1, 1982 between itself and General Electric Credit Corporation.

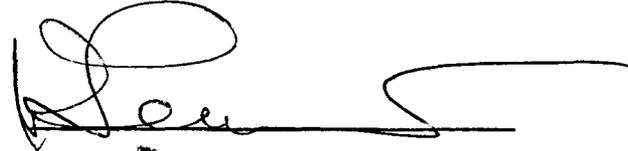
IN WITNESS WHEREOF, the undersigned have executed this Full Termination Statement as of the 25th day of September, 1987.

GENERAL ELECTRIC CREDIT CORPORATION

By: _____

Its: _____

The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as trustee under a Trust Agreement dated June 1, 1982, between itself and GECC.

By:  _____

Its:

STATE OF Connecticut)
) ss.:
COUNTY OF Hartford)

On this 25th day of September, 1987, before me personally appeared WACON M LEMONT, to me personally known, who, being duly sworn, says that he is VICE President of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said corporation, not in its individual capacity but solely as trustee under a Trust Agreement dated June 1, 1982, between itself and General Electric Credit 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.

Lorraine Schweitzer
Notary Public
LORRAINE SCHWEITZER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

[Notarial Seal]

My commission expires

EXHIBIT A

AUG 13 1987

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Jesse E. Clark, Clerk
By Deputy: *[Signature]*

-----		§	
		§	
In re		§	Chapter 11
		§	Case No.
RICHMOND LEASING COMPANY,		§	83-00294-H3-5
		§	
Debtor.		§	
		§	
-----		§	
		§	
GENERAL ELECTRIC CREDIT		§	Adversary Proceeding
CORPORATION,		§	No. 87-0743-H3
		§	
Plaintiff,		§	
		§	
-against-		§	
		§	
RICHMOND LEASING COMPANY,		§	
Debtor-In-Possession,		§	
		§	
Defendant.		§	
		§	
-----		§	

PRELIMINARY INJUNCTION (A) ENJOINING
RICHMOND LEASING COMPANY FROM
PAYING ALL ADMINISTRATIVE EXPENSES
AND (B) DIRECTING RICHMOND LEASING
COMPANY TO ACCOUNT FOR REVENUES AND
EXPENSES RELATING TO RAILCARS OWNED
BY GENERAL ELECTRIC CREDIT CORPORATION

General Electric Credit Corporation ("GECC"), the
above-named plaintiff, having filed with the Court (1) an
emergency motion dated August 5, 1987 pursuant to Federal
Rule of Civil Procedure 65 ("Rule 65") and Bankruptcy Rule
7065 for a preliminary injunction and a temporary restraining

order (the "Motion"), (2) the affidavit of Edward S. Christie sworn to on August 5, 1987 in support of the Motion, and (3) the memorandum of law submitted by GECC in support of the Motion; and it appearing to the Court that Richmond Leasing Company ("RLC") and GECC came to an agreement with regard to the payment of administrative expenses and, thereby, issued a temporary restraining order dated August 7, 1987 (the "TRO"); and it appearing that notice of the TRO, the Motion and the papers in support thereof have been served upon (a) RLC, (b) Sheinfeld, Maley & Kay, attorneys for RLC, and (c) all other parties-in-interest requesting notice and service of papers in RLC's chapter 11 case in accordance with the terms of the TRO; and it appearing that no further notice be given; and a hearing having been held on August 13, 1987 in respect of the Motion; and the Court having heard testimony and oral argument in support of the Motion; and after due deliberation and sufficient cause appearing therefor;

THE COURT HEREBY FINDS THAT

77C
The parties have agreed

1. Prior to the filing of RLC's chapter 11 petition on January 7, 1983 (the "Petition Date"), pursuant to that certain Purchase and Lease Agreement dated as of June 1, 1982, by and among RLC, as Lessee, GECC, as Owner, The Connecticut Bank and Trust Company, as Trustee and Lessor ("CBT"), and Richmond Tank Car Company, as guarantor ("RTC"),

CBT leased to RLC 402 Railcars (the "Railcars") for a basic term expiring on December 31, 2002 (the "Lease").

2. Pursuant to the Lease, RLC was required to pay Basic Rent, as defined in the Lease, to the Trustee in forty (40) consecutive semi-annual installments, in the amounts calculated as set forth in section 4 of the Lease. During the first five (5) years of the Lease, Basic Rent was to be paid semi-annually in the amount of \$1,768,269.79.

3. Pursuant to the Lease and as security for RLC's obligations thereunder, RLC granted to CBT a security interest in and an assignment of any and all subleases pertaining to the Railcars.

4. Subsequent to the Petition Date, RLC breached its obligations to CBT under the Lease, including but not limited to, its obligation to make payments of Basic Rent as required by section 4 of the Lease.

5. Thereafter, GECC and RLC, as debtor-in-possession, reached an agreement pursuant to which the Lease would be (a) amended in certain respects so as to alleviate the cash flow obligations of RLC and (b) assumed, as amended, by RLC in accordance with section 365(a) of the Bankruptcy Code.

6. Pursuant to the Order Authorizing Amendment of GECC Lease and Assumption of Same, dated June 24, 1983 (the

"Assumption Order"), this Court authorized RLC to amend the Lease and to assume the Lease, as amended.

7. Pursuant to the Assumption Order, on or about June 30, 1983, RLC, GECC, CBT and RTC entered into the Amendment of Purchase and Lease Agreement (the "Amendment"), which provides, inter alia, for (a) an alteration of payment dates from a semi-annual to a quarterly basis commencing on June 30, 1983, and (b) a modification and reduction of the rental payments required to be made by RLC to CBT. Pursuant to the Amendment, RLC's initial semi-annual Lease payments of \$1,768,269.79 were reduced for a period of three years to quarterly payments in an amount equal to the lesser of \$500,000 or eighty-five percent (85%) of the gross quarterly revenue (excluding mileage credits) generated by the Railcars, but in no event less than \$400,000 for any two successive quarters. Thereafter, RLC was obligated to make quarterly payments of \$937,500 for the remainder of the Lease Term.

8. By orders dated September 12, 1984 and June 17, 1985, the Assumption Order was affirmed on appeal by the United States District Court for the Southern District of Texas and the United States Court of Appeals for the Fifth Circuit, respectively.

9. On June 30, 1986, RLC paid GECC \$400,000, instead of the quarterly payment of \$937,500 required to have been paid pursuant to section 5(a) of the Amendment.

10. On September 30, 1986, RLC paid GECC \$400,000, instead of the quarterly payment of \$937,500 required to have been paid pursuant to section 5(a) of the Amendment.

11. On January 21, 1987, RLC paid GECC \$344,138, instead of the quarterly payment of \$937,500 required to have been paid pursuant to section 5(a) of the Amendment.

12. In accordance with paragraph 5(a) of the Assumption Order, prior to the declaration of an Event of Default under the Lease or the Amendment, notice of any breach under the Lease or the Amendment was required to be given to this Court and served on all parties in interest. On February 21, 1987, GECC served upon RLC and all parties in interest notice of the aforementioned breaches.

13. RLC failed to make the quarterly payment of \$937,500 on March 31, 1987, as required by section 5(a) of the Amendment.

14. Pursuant to section 20(a) of the Amendment, the aforementioned breaches constitute Events of Default under the Lease and the Amendment.

15. On May 29, 1987, GECC exercised its rights pursuant to section 21 of the Amendment and demanded the

transfer of possession of the Railcars (the "Demand").

Pursuant to the Demand, on June 1, 1987 GECC assumed control and constructive possession of the Railcars and terminated the Lease.

16. RLC currently has insufficient assets to pay all administrative claims in full. The continued discharge of administrative expense claims pending a final determination of this adversary proceeding will prejudice the interests of GECC and all other administrative expense claimants.

17. GECC has agreed to sell fifty-six (56) of the Railcars. Pursuant to such transaction, the purchaser has agreed to buy the net revenues attributable to the operation of such Railcars for the period from and after the Effective Date. The prospective purchaser has indicated that time is of the essence and that such transaction must be consummated on or before August 17, 1987.

In order to (a) assure the orderly transition of the Railcars and an accurate accounting of all revenues and expenses attributable thereto, and (b) preserve RLC's assets for the benefit of all creditors of its estate.

IT IS HEREBY ORDERED THAT:

A. The ~~Motion~~ is approved ~~in all respects~~

zjc

application for preliminary injunction
as herein modified.

E. In accordance with the Rule 65 and Bankruptcy Rule 7065, pending a final determination of this adversary proceeding and except as expressly provided below, RLC, its respective officers, agents, servants, employees, attorneys and those persons in active concert or participation with them who receive notice of this order by personal service or otherwise, be, and they hereby are, stayed, restrained and enjoined from paying all administrative expenses other than (a) those expenses which are directly attributable to the operation of leased or subleased railcars in the ordinary course of RLC's business operations, (b) salaries and expenses of officers and employees of RLC, (c) upon notice and hearing, the payment of interim compensation and the reimbursement of expenses of professionals, and (d) other expenses of operation which are directly allocable to RLC's business operations; provided, however, that such expenses are limited to rents, utilities, and the leasing of computer time and space. *, insurance premiums, supplies*

C. In the event RLC determines that the payment of those administrative expenses specifically stayed, restrained and enjoined are absolutely essential to the preservation of RLC's assets, then upon (a) reasonable notice to GECC, (b) a clear showing by RLC of the necessity therefor, (c) the lack of any prejudice to GECC caused by such payments, and

an express order of this Court
(d) ~~GECC's consent to such payments~~, RLC shall be authorized and permitted to make such administrative expense payments.

*JK
JSM*

D. On or before August 21, 1987, RLC shall deliver to GECC (1) an accounting of all revenues and expenses attributable to the operation of its businesses and properties for the period from the Petition Date up to and including the date of delivery of such accounting, (2) a balance sheet dated as ~~July 31~~ ^{June 30}, 1987, complete with supporting information, detailing the assets and liabilities of RLC, and (3) a schedule representing administrative expenses incurred and discharged by RLC.

*JK
JSM*

E. Each Railcar shall have been made available to GECC on an "as is, where is" basis on June 1, 1987 (the "Effective Date"), free and clear of any interests of RLC whatsoever and any liens, claims and encumbrances granted by prior orders of this Court.

F. From and after the Effective Date, RLC shall not take any action which would disrupt the operations of the Railcars by GECC or its railcar manager, General Electric Railcar Services Corporation ("GERSCO").

G. All revenues and expenses generated by the operation of the Railcars prior to the Effective Date, including but not limited to, all repair and maintenance expenses, running repairs, mileage taxes, movement and

switching charges, insurance, and other similar charges attributable to such Railcars shall be for the account of RLC subject to the security interest and lien granted to CBT by RLC.

H. All revenues and expenses generated by the Railcars from and after the Effective Date, including without limitation, lease and sublease rentals, mileage compensation, mileage credits and proceeds of destroyed Railcars, shall be for the account of GECC. From and after the Effective Date, GECC shall be responsible for all railcar operating expenses relating to the Railcars, including but not limited to, all repair and maintenance expenses, running repairs, mileage taxes, movement and switching charges, insurance, management fees and other similar charges attributable to such Railcars, but only to the extent that such expenses and charges arise out of events occurring on and after the Effective Date.

I. From and after the Effective Date, as soon as practicable, GECC or GERSCO shall take such actions as may be necessary to remove the RLC running marks from the Railcars and replace same with GERSCO running marks. Any expenses incurred in connection therewith shall be borne by GECC and/or GERSCO.

J. To the extent that the RLC running marks are not removed as of the Effective Date, consistent with para-

graph H hereof, in the event that RLC receives revenues attributable to the operation of the Railcars from and after the Effective Date, including without limitation, mileage compensation, mileage credits and proceeds of destroyed Railcars, ^{upon reconciliation} RLC shall (1) deposit such revenues in an interest bearing account for the sole benefit of GECC, and (2) pay such revenues to GECC, or GERSCO upon request by GECC, on a bi-weekly basis. In the event that expenses are incurred through the operation of the Railcars from and after the Effective Date and discharged by RLC, GECC or GERSCO shall reimburse RLC for any and all such charges which were discharged by RLC.

RC
Jm

K. On or prior to August 14, 1987, RLC shall deliver to GECC, or GERSCO upon request by GECC, an accounting, as is customary in the railcar management industry, of all revenues and expenses attributable to the operation of the Railcars for the period ^{from the ~~Order~~ Petition Date} ~~June 1, 1982~~ up to and including the Effective Date, as well as all maintenance and repair reports relating to the Railcars.

RC
Jm

L. Neither RLC nor GECC by the terms of this Order shall be deemed to have assumed any liability to, or for the benefit of third parties, beyond that established by applicable non-bankruptcy law.

M. From and after the Effective Date, GECC may assert its right under the Amendment, and thereby, remove the Railcars from any and all end-user leases.

N. To the extent that Railcars remain subject to end-user leases, the respective end-user lessees shall be responsible for, and shall promptly discharge by way of payment to GECC or GERSCO, all railcar operating expenses related to the Railcars including, but not limited to, all repair and maintenance expenses, running repairs, mileage taxes, movement and switching charges, insurance, management fees attributable to such Railcars, but only to the extent that such expenses and charges arise out of events occurring on or after the Effective Date.

O. RLC and GECC reserve all rights, privileges and interests to assert any and all claims and objections to claims relating to the Lease, the Amendment and the Railcars and to take all further actions as they, in their sole discretion, determine.

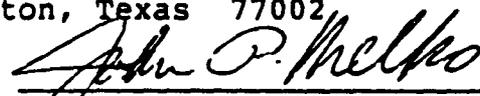
P. Any requirement for the posting of security under Rule 65(c) to support the issuance of this Preliminary Injunction be, and it is, hereby waived.

Dated: Houston, Texas
August 13, 1987

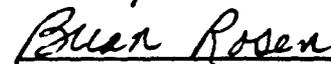

United States Bankruptcy Judge

AGREED AND CONSENTED TO:

SHEINFELD, MALEY & KAY
Attorneys for Richmond Leasing
Company, Debtor-in-Possession
First City Tower
Houston, Texas 77002

By: 

WEIL, GOTSHAL & MANGES
Attorneys for General Electric
Credit Corporation
767 Fifth Avenue
New York, New York 10153

By: 

B47660.194/1-6