

7192-A
RECORDATION NO. FILED FEB

United States
Lease Financing, Inc.

JAN 23 1989 11:25 AM



INTERSTATE COMMERCE COMMISSION

January 20, 1989

733 Front Street
San Francisco, California 94111
(415) 627-9276
Fax: (415) 398-7029

Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

No. 9-023A029

Date JAN 23 1989

Fee \$ 13.00

Attention: Mrs. Mildred Lee, Room 2303

ICC Washington

Gentlemen:

Enclosed for recordation under provisions of Section 11303 (formerly 20C) of the Interstate Commerce Commission Act and the regulations promulgated thereunder, as amended, is the original and three counterparts of a Release evidencing satisfaction of the Lease and termination thereof. The enclosed is a supplement to the Equipment Lease dated as of October 1, 1973 which was filed with the Interstate Commerce Commission on October 25, 1973 and assigned ICC Recordation Number 7192.

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

LESSOR-TRUSTEE: Trust Company for USL, Inc.
c/o United States Lease Financing, Inc.
733 Front Street
San Francisco, CA 94111

LESSEE: CSX Transportation, Inc., success by merger
to Seaboard Coast Line Railroad Company
100 N. Charles Street
Baltimore, MD 21201

The general description of the equipment is contained in the Exhibits to the Bills of Sale attached hereto.

The undersigned is an officer of the Trustee and is knowledgeable of the matters set forth herein.

Enclosed is a remittance of \$13.00 covering the required recording fee.

Please return three copies of the recorded Release to the undersigned.

Very truly yours,

Walter J. Michael
Walter J. Michael
Treasurer
415/627-9283

WJM/jr

FOR OFFICE OF THE SECRETARY OF MOTOR CARRIER UNIT
JAN 23 11 29 AM '89

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Walter J. Michael
United States Lease Financing, Inc.
733 Front Street
San Francisco, Ca. 94111

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 1/23/89 at 11:25am, and assigned recordation number(s). 7192-A

Sincerely yours,

Nesta L. McGee

Secretary

Enclosure(s)

7192-A
RECORDATION NO. 7192

JAN 23 1989 - 11 23 AM

INTERSTATE COMMERCE COMMISSION

RELEASE AND TERMINATION OF LEASE

Equipment Lease - S.C.L. Trust No. 20
Dated as of October 1, 1973
(I.C.C. Recordation No. 7192 - 10/25/73)

WHEREAS, under an Equipment Lease dated as of October 1, 1973 (the "Lease") between Trust Company for USL, Inc., as Trustee under a Trust Agreement dated as of October 1, 1973 (the "Trustee-Lessor"), United States Leasing International, Inc., as Agent for the Lessor and CSX Transportation, Inc., successor by merger to Seaboard Coast Line Railroad Company (the "Railroad"), Railroad acquired the possession and use of the railroad cars described in the Lease; and

WHEREAS, pursuant to the Bills of Sale in substantially the form attached hereto, the Lessor-Trustee has sold and conveyed to the Railroad all right, title and interest in and to the Equipment subject to the Lease.

NOW THEREFORE, in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, the Lessor-Trustee, not in its personal capacity, but solely as Lessor-Trustee under the above Trust and Lease Agreements, acknowledges and declares the Lease to be satisfied and cancelled and does consent that the same be terminated and released from record, and hereby relinquishes unto the Railroad all of the Lessor-Trustee's right, title and interest in and to the Equipment, provided however, any claim or liability of the Lessor-Trustee or the Railroad under the Lease arising from facts or circumstances existing prior to the date hereof or which under the terms of the Lease is to survive termination of the Lease shall not be released or otherwise affected hereby.

The Lease was recorded with the Interstate Commerce Commission on October 25, 1973 and assigned ICC Recordation Number 7192.

The undersigned has caused this instrument to be executed in its name by its duly authorized representative as of the 20th day of January, 1989.

(Corporate Seal)

Trust Company for USL, Inc., as
Trustee-Lessor

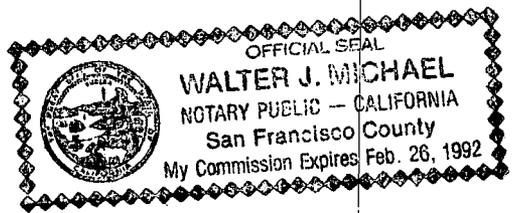
By: Kesava Lakeman
President

CORPORATE FORM OF ACKNOWLEDGEMENT

State of California)
County of San Francisco) ss:

On this 20th day of January, 1989, before me personally appeared Desa Wakeman, to me personally known, who being by me sworn, says that she is President of Trust Company for USL, Inc., that the seal affixed to the foregoing instrument is the seal of said entity, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter J. Michael
Notary Public



(SEAL)

My commission expires: February 26, 1992

BILL OF SALE
(S.C.L. Trust No. 20)

For valuable consideration, TRUST COMPANY FOR USL, INC., as Trustee (hereinafter called "Seller"), does hereby sell, grant, transfer and assign to CSX Transportation, Inc. (hereinafter called "Buyer"), all of Seller's right, title and interest in and to the following personal property described on Attachment A hereto (the "Equipment"), legal title to which Equipment is held by the Seller.

Said property is sold on an "as-is, where-is" basis, without any covenant or warranty, express or implied, of any nature whatsoever, except, however, that Seller covenants and warrants that it is the owner of said Equipment and has the right to convey said Equipment to the Buyer, and that said Equipment is free of all liens and encumbrances created by the Seller. THE WARRANTY IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT BY VIRTUE OF HAVING SOLD THE EQUIPMENT HEREWITH, BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. By acceptance of the Equipment transferred hereunder, Buyer agrees to pay all sales, use, or property taxes assessed or levied against said Equipment.

TO HAVE AND TO HOLD the Equipment unto the Buyer, its successors and assigns, for its and their own use, forever.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed this 18th day of November, 1988.

TRUST COMPANY FOR USL, INC.,
As Trustee under a Trust Agreement
dated as of October 1, 1973

By:



President

BILL OF SALE
(S.C.L. Trust No. 20)

For valuable consideration, TRUST COMPANY FOR USL, INC., as Trustee (hereinafter called "Seller"), does hereby sell, grant, transfer and assign to CSX Transportation, Inc. (hereinafter called "Buyer"), all of Seller's right, title and interest in and to the following personal property described on Attachment A hereto (the "Equipment"), legal title to which Equipment is held by the Seller.

Said property is sold on an "as-is, where-is" basis, without any covenant or warranty, express or implied, of any nature whatsoever, except, however, that Seller covenants and warrants that it is the owner of said Equipment and has the right to convey said Equipment to the Buyer, and that said Equipment is free of all liens and encumbrances created by the Seller. THE WARRANTY IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT BY VIRTUE OF HAVING SOLD THE EQUIPMENT HEREWITH, BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. By acceptance of the Equipment transferred hereunder, Buyer agrees to pay all sales, use, or property taxes assessed or levied against said Equipment.

TO HAVE AND TO HOLD the Equipment unto the Buyer, its successors and assigns, for its and their own use, forever.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed this 20th day of December, 1988.

TRUST COMPANY FOR USL, INC.,
As Trustee under a Trust Agreement
dated as of October 1, 1973

By: *Hesau Jakeman*
President

ATTACHMENT A

Thirteen (13) 2000 HP, Model GP 38-2 Electric Locomotive Units,
listed below:

<u>Old Nos.</u>	<u>New Nos.</u>
SCL 525	CSXT2525
SCL 526	CSXT2526
SCL 527	CSXT2527
SCL 528	CSXT2528
SCL 529	CSXT2529
SCL 530	CSXT2530
SCL 531	CSXT2531
SCL 532	CSXT2532
SCL 533	CSXT2533
SCL 534	CSXT2534
SCL 535	CSXT2535
SCL 536	CSXT2536
SCL 537	CSXT2537

FIRST CLOSING

ATTACHMENT A

Eighteen (18) 2000 H.P. Model GP 38-2 Diesel Electric Locomotive Units, listed below:

<u>Old Nos.</u>	<u>New Nos.</u>	<u>Old Nos.</u>	<u>New Nos.</u>
SCL 538	CSXT2538	SCL 547	CSXT2547
SCL 539	CSXT2539	SCL 548	CSXT2548
SCL 540	CSXT2540	SCL 549	CSXT2549
SCL 541	CSXT2541	SCL 550	CSXT2550
SCL 542	CSXT2542	SCL 551	CSXT2551
SCL 543	CSXT2543	SCL 552	CSXT2552
SCL 544	CSXT2544	SCL 553	CSXT2553
SCL 545	CSXT2545	SCL 554	CSXT2554
SCL 546	CSXT2546	SCL 555	CSXT2555

Twelve (12) 1800 H.P. Model U18B Diesel Electric Locomotive Units, listed below:

<u>Old Nos.</u>	<u>New Nos.</u>
SCL 250	CSXT 1888
SCL 251	CSXT 1889
SCL 252	CSXT 1890
SCL 253	CSXT 1891
SCL 254	CSXT 1892
SCL 255	CSXT 1893
SCL 256	CSXT 1894
SCL 257	CSXT 1895
SCL 258	CSXT 1896
SCL 259	CSXT 1897
SCL 260	CSXT 1898
SCL 261	CSXT 1899

BILL OF SALE
(S.C.L. Trust No. 20)

For valuable consideration, TRUST COMPANY FOR USL, INC., as Trustee (hereinafter called "Seller"), does hereby sell, grant, transfer and assign to CSX Transportation, Inc. (hereinafter called "Buyer"), all of Seller's right, title and interest in and to the following personal property described on Attachment A hereto (the "Equipment"), legal title to which Equipment is held by the Seller.

Said property is sold on an "as-is, where-is" basis, without any covenant or warranty, express or implied, of any nature whatsoever, except, however, that Seller covenants and warrants that it is the owner of said Equipment and has the right to convey said Equipment to the Buyer, and that said Equipment is free of all liens and encumbrances created by the Seller. THE WARRANTY IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT BY VIRTUE OF HAVING SOLD THE EQUIPMENT HEREWITH, BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. By acceptance of the Equipment transferred hereunder, Buyer agrees to pay all sales, use, or property taxes assessed or levied against said Equipment.

TO HAVE AND TO HOLD the Equipment unto the Buyer, its successors and assigns, for its and their own use, forever.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed this 20th day of January, 1989.

TRUST COMPANY FOR USL, INC.,
As Trustee under a Trust Agreement
dated as of October 1, 1973

By: _____
President

ATTACHMENT A

Nineteen (19) 1800 H.P. Model U18B Diesel Electric Locomotive Units, listed below:

<u>Old Nos.</u>	<u>New Nos.</u>	<u>Old Nos.</u>	<u>New Nos.</u>
SCL 325	CSXT1923	SCL 335	CSXT1933
SCL 326	CSXT1924	SCL 336	CSXT1934
SCL 327	CSXT1925	SCL 337	CSXT1935
SCL 328	CSXT1926	SCL 338	CSXT1936
SCL 329	CSXT1927	SCL 339	CSXT1937
SCL 330	CSXT1928	SCL 340	CSXT1938
SCL 331	CSXT1929	SCL 341	CSXT1939
SCL 332	CSXT1930	SCL 342	CSXT1940
SCL 333	CSXT1931	SCL 343	CSXT1941
SCL 334	CSXT1932		