

7.15.00

HOSIE, WES, McLAUGHLIN & SACKS

ATTORNEYS AT LAW

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RECORDATION NO. 8064-E FILED 1425

NOV 13 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8064-F FILED 1425

NOV 13 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8064-B FILED 1425

NOV 13 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

0-317A000

November 7, 1990

Via Federal Express

RECORDATION NO. 8064-D FILED 1425

NOV 13 1990 -3 05 PM

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

RECORDATION NO. 8064-A FILED 1425

NOV 13 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

On behalf of GATX/GLC Capital Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following documents, all of which have not previously been recorded:

- (a) one (1) executed counterpart and two (2) true copies of a document entitled "Assignment of Lease and Interest in Lease" dated June 23, 1988;
- (b) one (1) executed counterpart and two (2) true copies of a document entitled "Assignment and Assumption Agreement" dated December 27, 1988;
- (c) three (3) executed counterparts of a document entitled "Statement of Satisfaction, Conveyance and Release" dated as of September 30, 1990;
- (d) three (3) executed counterparts of a document entitled "Lease Termination Agreement" dated as of September 30, 1990; and

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- (e) three (3) executed counterparts of a document entitled "Memorandum of Lease of Railroad Equipment" dated as of September 30, 1990.

Each of the above-described documents should be included as part of the filing recorded on September 29, 1975, Recordation No. 8064, as the next available numbers being 8064-D, 8064-E, 8064-F, 8064-G and 8064-H. Recordation No. 8064 relates to the Conditional Sale Agreement ("Conditional Sale Agreement") dated as of September 1, 1975 between General Motors Corporation (Electro-Motive Division) and The Fifth Third Leasing Company.

The executing parties to the Assignment of Lease and Interest in Lease ("Lease Assignment") are:

The Fifth Third Leasing Company - Assignor
Fifth Third Center
Cincinnati, Ohio 45263

The Fifth Third Bank - Assignee
Fifth Third Center
Cincinnati, Ohio 45263

The Lease Assignment, among other items, provides for the assignment by Assignor to Assignee of Assignor's right, title and interest in the Lease of Railroad Equipment dated as of September 1, 1975 between Assignor, as Lessor and The Cleveland Electric Illuminating Company as Lessee (Recordation No. 8064-B).

The Equipment covered by the Lease Assignment consists of nine (9) diesel electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The Lease Assignment should be filed as a secondary document to the above-referenced Conditional Sale Agreement. A short summary of the Lease Assignment to appear in the ICC index is as follows:

Assigns the rights of The Fifth Third Leasing Company under Recordation No. 8064-B (Lease of Railroad Equipment). Covers nine (9) diesel-

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electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The executing parties to the Assignment and Assumption Agreement ("Assignment") are:

The Fifth Third Leasing Company - Assignor
Fifth Third Center
Cincinnati, Ohio 45263

GATX Leasing Corporation - Assignee
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Assignment, among other items, provides for the assignment by Assignor to Assignee of all of Assignor's right, title and interest in:

(a) the above-referenced Conditional Sale Agreement (ICC Recordation No. 8064);

(b) Assignment and Agreement dated as of September 1, 1975 between General Motors Corporation (Electro-Motive Division), Builder and First Security Bank of Utah, National Association as Agent, Assignee (ICC Recordation No. 8064-A);

(c) Lease of Railroad Equipment dated as of September 1, 1975 between The Cleveland Electric Illuminating Company, Lessee and The Fifth Third Leasing Company, Lessor (ICC Recordation No. 8064-B);

(d) Assignment of Lease and Agreement dated as of September 1, 1975 between The Fifth Third Leasing Company, Lessor and First Security Bank of Utah (not in its individual capacity, but solely as Agent), Vendor (ICC Recordation No. 8064-C); and

(e) Assignment of Lease and Interest in Lease, dated June 23, 1988, by and between The Fifth Third Leasing Company (as assignor) and The Fifth Third Bank (as assignee) (to be recorded as one of the documents included with this letter).

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The Assignment, among other items, also transfers to Assignee all of Assignor's interest in the following unrecorded document:

Instrument of Assignment and Bill of Sale dated as of December 1, 1988 by and between The Fifth Third Leasing Company (as assignor) and The Fifth Third Bank (as assignee).

The Equipment covered by the Assignment consists of nine (9) diesel electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive):

The Assignment should be filed as a secondary document to the above-referenced Conditional Sale Agreement. A short summary of the Assignment to appear in the ICC index is as follows:

Assigns the rights of The Fifth Third Bank under Recordation No. 8064 (Conditional Sale Agreement), Recordation No. 8064-A (Assignment and Agreement), Recordation No. 8064-B (Lease of Railroad Equipment) and Recordation No. 8064-C (Assignment of Lease and Agreement). Also assigns the rights of Assignor in the unrecorded Instrument of Assignment and Bill of Sale dated as of December 1, 1988 by and between The Fifth Third Leasing Company (as assignor) and The Fifth Third Bank (as assignee). Covers nine (9) diesel-electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The executing parties to the enclosed "Lease Termination Agreement" are:

Cleveland Electric & Illuminating Company - Lessee
55 Public Square
Cleveland, Ohio 44101

GATX Capital Corporation - Lessor
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

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The Lease Termination Agreement terminates the Lease of Equipment between The Fifth Third Leasing Company and Cleveland Electric & Illuminating Company ("Lease") dated September 1, 1975 and recorded with the Interstate Commerce Commission on September 29, 1975 in Recordation No. 8064-B.

The Equipment covered by the Lease Termination Agreement is listed in Exhibit A thereto.

The Lease Termination Agreement should be filed as a secondary document to the above-referenced Conditional Sale Agreement. A short summary of the Lease Termination Agreement to appear in the ICC records as follows:

Terminates Lease of Railroad Equipment dated as of September 1, 1975 (ICC Recordation No. 8064-B). Covers nine (9) diesel-electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The executing parties to the Memorandum of Lease of Railroad Equipment ("Memorandum of Lease") are:

Cleveland Electric & Illuminating Company - Lessee
55 Public Square
Cleveland, Ohio 44101

GATX Capital Corporation - Lessor
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Memorandum of Lease provides record notice of a Lease Agreement dated as of September 30, 1990 between Lessor and Lessee.

The Equipment covered by the Memorandum of Lease consists of nine (9) diesel-electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The Memorandum of Lease should be filed as a secondary document to the above-referenced Conditional Sale. A short summary

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of the Memorandum of Lease to appear in the ICC index is as follows:

"Covers nine (9) diesel-electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

Once the filing has been made, please return the stamped copies of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

The undersigned certifies that he is acting as special counsel to GATX Capital Corporation for purposes of this filing and that he has knowledge of the matters set forth in the above-described documents.

Enclosed are five checks in the amount of fifteen dollars (\$15.00) each in payment of the filing fee. Once the filing has been made, please return to the undersigned the stamped counterparts of the Assignment of Lease and Interest in Lease, Assignment and Assumption Agreement, Statement of Satisfaction, Conveyance and Release, Lease Termination Agreement and Memorandum of Lease of Railroad Equipment, not needed for your files, together with the fee receipt, the letter from the ICC acknowledging filing and the two extra copies of this transmittal letter.

Sincerely,



Edward J. Wes, Jr.

EJW:mem
enclosures

cc: T. Nord Esq.

Interstate Commerce Commission
Washington, D.C. 20423

11/16/90

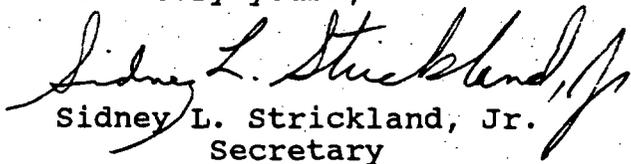
OFFICE OF THE SECRETARY

Edward J. Wes, Jr.
Hosie Wes, McLaughlin & Sacks
One Sansome Street 14th Fl.
San Francisco, California 94104 x

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 11/13/90 at 3:05pm, and assigned recordation number(s) 8064-D, 8064-E, 8064-F, 8064-G & 8064-H

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

STATEMENT OF SATISFACTION, CONVEYANCE AND RELEASE

REGISTRATION NO 80641F
NOV 13 1990 -3 05 PM
FILED 1425
INTERSTATE COMMERCE COMMISSION

STATEMENT OF SATISFACTION, CONVEYANCE AND RELEASE dated as of September 30, 1990 by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, as Agent ("Agent") and GATX CAPITAL CORPORATION, a Delaware corporation ("GATX").

WITNESSETH

WHEREAS, Fifth Third Leasing Company ("Fifth Third") and General Motors Corporation (Electro-Motive Division) ("Builder") entered into a Conditional Sale Agreement dated as of September 1, 1975 (the "Conditional Sale") pursuant to which Builder agreed to sell to Fifth Third nine (9) diesel-electric locomotives, Model GP-38-2 (the "Equipment") bearing road numbers of the Lessee (as hereinafter defined) 100-108 (both inclusive);

WHEREAS, pursuant to an Agreement and Assignment dated as of September 1, 1975 (the "Agreement and Assignment"), Builder assigned to Agent all of Builder's right, title and interest under the Conditional Sale Agreement;

WHEREAS, pursuant to a Lease of Railroad Equipment (the "Lease") dated as of September 1, 1975, Fifth Third leased the Equipment to The Cleveland Electric Illuminating Company ("Lessee");

WHEREAS, pursuant to an Assignment of Lease and Agreement dated as of September 1, 1975 (the "Assignment"), Fifth Third assigned the Lease to Agent as collateral to secure Fifth Third's Obligations under the Conditional Sale;

WHEREAS, pursuant to an Assignment and Assumption Agreement dated December 22, 1988, Fifth Third sold and assigned its interest in the Equipment and the Lease to GATX Leasing Company;

WHEREAS, "GATX Leasing Company" is GATX's former name and GATX and GATX Leasing Company are one and the same company;

WHEREAS, the Conditional Sale and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on the dates indicated:

<u>Document</u>	<u>Recordation Number</u>	<u>Date</u>
Conditional Sale	8064	September 29, 1975
Assignment	8064-C	September 29, 1975

WHEREAS, pursuant to the Conditional Sale, upon payment in full of the purchase price of the Equipment and performance of all of the obligations secured thereby, Agent is obligated to convey title to the Equipment to GATX (as successor to Fifth Third);

WHEREAS, pursuant to the Assignment, upon payment in full of the sums owed pursuant to the Conditional Sale, the security interest of Agent in the Lease will revert to GATX (as successor to Fifth Third);

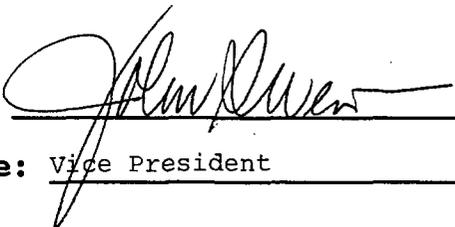
WHEREAS, GATX has made all payments and has satisfied all of the covenants and conditions of the Conditional Sale and is therefore entitled to receive an instrument to make its full title to the Equipment and the Lease clear on the public records;

NOW THEREFORE, in consideration for good and valuable consideration, receipt of which is hereby acknowledged, Agent does hereby: (i) acknowledge satisfaction of all payments, covenants and conditions required of GATX under the Conditional Sale; (ii) convey and transfer to GATX all its rights, title and interest in and to the Lease and the Equipment (including any additions and substitutions thereto) on an "AS IS, WHERE IS" basis, without representation or warranty, express or implied; and (iii) release the interests in the Lease and the Equipment granted pursuant to the Conditional Sale and the Assignment.

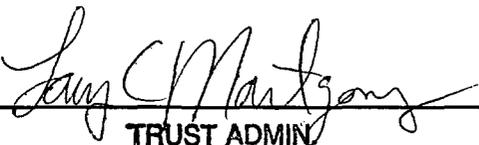
This Statement of Satisfaction, Conveyance and Release may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have entered into this statement as of the date above written.

GATX CAPITAL CORPORATION

By: 
Title: Vice President

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent

By: 
Title: TRUST ADMIN

STATE OF CALIFORNIA)
) ss:
CITY OF SAN FRANCISCO)

On September 28, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared John B. West, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument as the Vice President of GATX CAPITAL CORPORATION, or on behalf of the corporation herein named, and acknowledged to me that the corporation executed this instrument pursuant to its by-laws or a resolution of its board of directors.

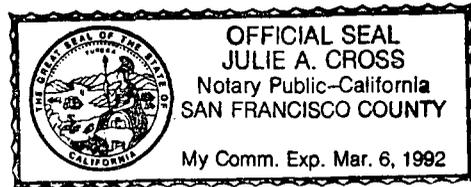
WITNESS my hand and official seal.

My Commission Expires:

3/6/92

Julie A. Cross
NOTARY PUBLIC

[NOTARY SEAL]



STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On this 27 day of Sept, 1990, before me personally appeared Larry C Montgomery, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said association and that said instrument was signed and sealed on behalf of said association 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 association.

WITNESS my hand and official seal.

My Commission Expires:

Edith W. Ogilvie
NOTARY PUBLIC

