



0100574020
REGISTRATION NO. 10410-D
FILED 1128
MAR 27 1995 - 3 35 PM
INTERSTATE COMMERCE COMMISSION

March 24, 1995

Ms. Mildred Lee
Interstate Commerce Commission
Room 2303
12th Street & Constitution Avenue, N.W.
Washington, DC 20423

RE: Trust Termination, Lease Termination and Bill of Sale
GATX Contract: Soo Line #2600
AKA Chicago Milwaukee, St. Paul & Pacific Railroad Co., No. 3

Dear Ms. Lee:

Enclosed please find three executed originals of the Trust Termination, Lease Termination and Bill of Sale document associated with a transaction for which documents were originally filed with the Interstate Commerce Commission on June 4, 1979, with Recordation No. 10410.

Please file the enclosed document appropriately and return to me two originals with evidence of filing. Attached is the fee, our Check No. 1088 in the amount of \$21.00.

Should you have any questions, my direct telephone line is 415/955-3355. Thank you

Sincerely,

Virginia Ferrero
Virginia Ferrero
Contract Administrator

Encs.

RECEIVED
OFFICE OF THE
SECRETARY
MAR 27 3 28 PM '95
LICENSING BRANCH



Interstate Commerce Commission
Washington, D.C. 20423-0001

3/27/95

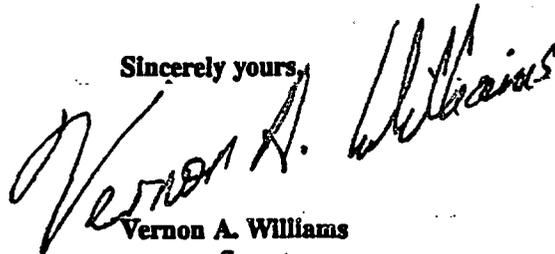
Office Of The Secretary

Virginia Ferrero
Contract Administrator
GATX Capital Corporation
Four Embarcadero Center, Ste. 2200
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 3/27/95 at 3:35PM, and assigned recordation number(s). 10410-D.

Sincerely yours,

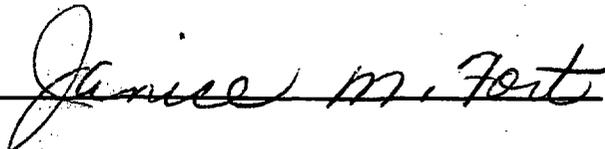

Vernon A. Williams
Secretary

Enclosure(s)

(0100574020)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



TRUST TERMINATION, LEASE TERMINATION AND BILL OF SALE

This TRUST TERMINATION, LEASE TERMINATION AND BILL OF SALE dated as of February 15, 1995 ("Agreement") between State Street Bank and Trust Company of Connecticut, not in its individual capacity but solely as trustee ("Trustee"), and GATX Third Aircraft Corporation as trustor ("Trustor").

Recitals

The Connecticut Bank and Trust Company, as original trustee, ("Original Trustee") and Steiner Sea, Air & Rail Co., as original trustor ("Original Trustor"), entered into a Trust Agreement dated as of February 1, 1979 for the purpose of acquiring certain rail equipment ("Equipment") and leasing the Equipment to Stanley E.G. Hillman, trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company ("Original Lessee") pursuant to an Equipment Lease dated as of February 1, 1979 between Original Trustor and Original Lessee, ("Lease"), with ICC Recordation No. 10410, recorded on June 4, 1979. The Equipment is described on the attached Schedule A.

Soo Line Railroad Company, as successor to Original Lessee, became lessee ("Lessee") under the Lease.

GATX Leasing Corporation purchased 100% of the beneficial interest of Steiner Financial Corporation (successor by merger to Original Trustor) in the Trust Agreement. The name of GATX Leasing Corporation was changed to GATX Capital Corporation which, in turn, transferred its interest in the Trust Agreement to GATX Third Aircraft Corporation, its wholly owned subsidiary, which became Trustor under the Trust Agreement.

The corporate trust department of Original Trustee was purchased by State Street Bank and Trust Company of Connecticut, which became Trustee under the Trust Agreement and Lessor under the Lease.

The Lease expired on July 15, 1994. Trustor and Trustee now desire to execute this Agreement to evidence for the public record 1) the satisfaction and release of the rights and obligations of Trustee under the Trust Agreement and other Operative Agreements (as defined in the Trust Agreement), 2) to provide a formal lease termination document for filing with the Interstate Commerce Commission ("ICC") and 3) to evidence the transfer of the title to the Trust Estate (as defined in the Trust Agreement) subject thereto to Trustor.

NOW, THEREFORE, in consideration of the premises, Trustee and Trustor agree as follows:

1. Termination of Trust. Pursuant to Section 7 of the Trust Agreement, Trustee and Trustor agree, acknowledge and confirm for the public record, that as of July 15, 1994,

the Trust created and provided for by the Trust Agreement ceased and terminated and the Trustee became discharged and free of any further liability under the Trust Agreement and other Operative Documents. Trustor, as sole beneficiary under the Trust Agreement, hereby instructs Trustee to enter into this Agreement and agrees to indemnify Trustee against any liability, cost or expense (including counsel fees) which may be incurred in connection with Trustee's execution of this Agreement.

2. Termination of Lease. The Lease (Recordation No. 10410) is hereby formally terminated.

3. Transfer of Title. In accordance with the provisions of the Trust Agreement, Trustee, not individually, but solely as Trustee, does hereby transfer to Trustor and Trustor's successors and assigns forever, all of its right, title and interest in and to the Trust Estate.

THE TRUST ESTATE AND EQUIPMENT CONTAINED THEREIN IS SOLD "AS IS" AND "WHERE IS" AND TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE, OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT, THE MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN THE PRECEDING PARAGRAPH.

3. Miscellaneous. This Agreement will be filed and recorded with the ICC pursuant to the provisions of 49 U.S.C. Section 11303. The Agreement shall be governed by the laws of the state of California.

IN WITNESS WHEREOF, Trustee and Trustor have executed this Agreement as of the date first above written.

GATX THIRD AIRCRAFT CORPORATION STATE STREET BANK & TRUST
COMPANY OF CONNECTICUT

By: Thomas C. Noel

Its: Vice President

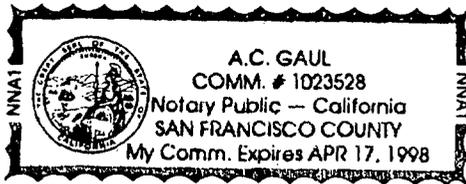
By: E. Decker Adams

Its: E. DECKER ADAMS
VICE PRESIDENT

STATE OF California)
COUNTY OF San Francisco) ss.

On March 5, 1995, before me A.C. Gaul, the undersigned Notary Public, personally appeared Thomas C. Nord, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as vice president of GATX Third Aircraft and acknowledged that he executed it.

Witness my hand and official seal.



A.C. Gaul
Notary Public

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On MARCH 22, 1995, before me Ann Capolletto, the undersigned Notary Public, personally appeared E. DECKER ADAMS, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as VICE PRES of STATE STREET BANK and acknowledged that executed it.
AND TRUST COMPANY OF CONNECTICUT, N.A.
Witness my hand and official seal.


Notary Public

MY COMMISSION EXPIRES 7/8/99

SCHEDULE A

237 70-ton boxcars manufactured by Pullman Incorporated (Pullman Standard Division) as follows:

40	50-foot, 70-ton XM Boxcars	MILW	50668 - 50669
			50699 - 50702
			50704 - 50706
			50711 - 50712
			50770
			50786
			50800
			50817 - 50818
			50823 - 50829
			50833
			50847
			50853
			50859 - 50860
			50864
			50868
			50870 - 50875
			50882
			50888
			50895 - 50896
98	70-ton XP Boxcars	MILW	56600 - 56623
			56625 - 56678
			56680 - 56699
99	70-ton XF Boxcars	MILW	16000 - 16060
			16062 - 16099*

These cars have been renumbered to the WC 46000 series.