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13172-H

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INTERSTATE COMMERCE COMMISSION

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MOTOR OPERATING UNIT

March 25, 1992

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is a Termination Agreement dated February 18, 1992, for filing with the Interstate Commerce Commission.

Please file this supplemental document as ICC Recordation #13172-H. The filing fee of \$16 is enclosed. Thank you for your assistance.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

C. [unclear] — Mary Ann Oster

13172-14

MAR 26 1992 -9 05 AM

INTERSTATE COMMERCE COMMISSION

TERMINATION AGREEMENT

This TERMINATION AGREEMENT dated as of February 12, 1992, is by and between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, as agent (the "Agent") and FIRST SECURITY BANK OF IDAHO, N.A., a national banking association, not in its individual capacity but solely as successor trustee, to First Security State Bank (the "Trustee") under a Trust Agreement dated as of May 25, 1981 with TRANSAMERICA EQUIPMENT LEASING COMPANY, INC., a Delaware corporation and COMMERCIAL NATIONAL BANK IN SHEREVEPORT, a Louisiana banking corporation (collectively, the "Owners").

WHEREAS CSX TRANSPORTATION, INC. a Virginia corporation as successor to Seaboard Coast Line Railroad Company, (the "Lessee"), the Agent, and the Trustee have entered into a Reconstruction and Conditional Sale Agreement dated as of May 25, 1981 (the "RCSA");

WHEREAS the Agent and the Trustee have entered into a Transfer Agreement dated as of May 25, 1981 (the "Transfer Agreement");

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of May 25, 1981 (the "Lease");

WHEREAS the Trustee and the Agent entered into an Assignment of Lease and Agreement dated as of May 25, 1981 (the "Assignment");

WHEREAS the Trustee and the Lessee have entered into a Hulk Purchase Agreement dated as of May 25, 1981 (the "Hulk Purchase Agreement");

WHEREAS the Lessee, the Trustee and the Agent have entered into an Amendment Agreement No. 1 dated as of May 25, 1981 ("Amendment Agreement No. 1"), to add additional railroad equipment numbers to the Documents (as hereinafter defined);

WHEREAS the Lessee, the Trustee and the Agent have entered into an Amendment Agreement No. 2 dated as of January 15, 1982 ("Amendment Agreement No. 2"), to reflect the railroad equipment delivered, accepted and settled for under this transaction (the "Units");

WHEREAS the Lessee, the Trustee, the Agent, the Owners and certain Investors (the "Investors") have entered into an Amended and Restated Participation Agreement and Amendment

dated as of February 1, 1983 ("ARPA"), to amend, among others, the RCSA and the Lease;

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Assignment, and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 2, 1981, at 1:30 p.m., recordation numbers 13172 through 13172-D;

WHEREAS Amendment Agreement No.1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on August 19, 1981, at 11:50 a.m., recordation number 13172-E;

WHEREAS Amendment Agreement No. 2 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 24, 1982 at 12:15 p.m., recordation number 13172-F;

WHEREAS the ARPA was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on March 8, 1983 at 10:40 a.m., recordation number 13172-G;

WHEREAS the Trustee wishes to convey the title to the Units, to a third party free and clear of the foregoing documents.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Agent and the Trustee, with due authority from the Owners and the Investors, hereby terminate, upon filing of this Agreement with the Interstate Commerce Commission, all of their right, title and interest in and to the Units.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

AGENT

TRUSTEE

First Security Bank
of Utah, N.A. as Agent

First Security Bank
of Idaho, N.A., not in its
individual capacity, but
solely as Trustee under the
Trust Agreement.

By: H. Clayton

By: Randy B. Mankant

Title: ASSISTANT VICE PRESIDENT

Title: Trust officer

Date: 2/18/92

Date: 2/18/92

Utah Notary to be provided

Elizabeth M. Webb

