

APR 7 1994 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

April 7, 1994

U100175025

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECEIVED
OFFICE OF THE
SECRETARY
APR 7 1 34 PM '94
LICENSING BRANCH

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) duly executed copies of a Termination of Lease, dated as of March 1, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to that certain Lease of Railroad Equipment, dated as of April 1, 1982, which was duly filed with the Commission under Recordation Number 13635.

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

Lessor: The Atlantic Land and Improvement Company
500 Water Street
Jacksonville, Florida 32202

Lessee: CSX Transportation, Inc.
(successor by merger to Seaboard Coast
Line Railroad Company)
500 Water Street
Jacksonville, Florida 32202

A description of the railroad equipment covered by the enclosed document is:
twenty (20) GP-16 diesel electric locomotives bearing road numbers SCL 4640 - SCL 4644 (now CSXT 1740 - CSXT 1744) and SCL 4787 - SCL 4801 (now CSXT 1833 - CSXT 1847).

Counterparts

Mr. Sidney L. Strickland, Jr.
April 7, 1994
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

April 7, 1994

OFFICE OF THE SECRETARY

**Robert W. Alvord
Alvord & Alvord
918 16th St. NW Suite 200
Washington DC 20006-2973**

Dear Mr. Alvord:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **April 7, 1994** at **1:40PM**, and assigned recordation number(s). **13635-A**

Sincerely yours,

**Secretary
SIDNEY L. STRICKLAND, JR.**

Enclosure(s)

APR 7 1994 - 1 40 PM

EXECUTED IN 4 COUNTERPARTS

OF WHICH THIS IS NO. 4

INTERSTATE COMMERCE COMMISSION

TERMINATION OF LEASE

TERMINATION OF LEASE (this "Termination"), dated as of March 1, 1994, between The Atlantic Land and Improvement Company, a Virginia corporation ("Lessor") and CSX Transportation, Inc., a Virginia corporation, successor by merger to Seaboard Coast Line Railroad Company ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Lease, dated April 1, 1982 (the "Lease"), providing for the letting from Lessor to Lessee of twenty (20) GP-16 1600 H.P. diesel electric locomotives bearing road numbers SCL 4640-4644, inclusive (now road numbers CSXT 1740-1744, inclusive) and SCL 4787-4801, inclusive (now CSXT 1833-1847, inclusive) (collectively, the "Equipment"); and

WHEREAS, Lessor and Lessee desire to terminate all of their remaining obligations under the Lease.

NOW, THEREFORE, in consideration of the covenants of the parties set forth herein, the parties hereto do hereby agree as follows:

1. Termination. Effective the date hereof, neither party hereto shall be required to perform any of its obligations remaining to be performed under the Lease, and the parties hereby declare the Lease to be void and of no further effect.

2. Transfer of Equipment. Effective the date hereof, Lessor shall convey to Lessee all of Lessor's right, title and interest in and to the Equipment by executing and delivering to Lessee a bill of sale substantially in the form attached hereto as Exhibit A.

3. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of Florida.

4. Counterparts. This Termination may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes but all of which together shall constitute one and the same instrument.

5. Recording. Promptly after execution of this Termination, Lessee shall cause the same to be recorded with the Interstate Commerce Commission and shall bear all costs and expenses associated therewith.

EXHIBIT A

BILL OF SALE

THE ATLANTIC LAND AND IMPROVEMENT COMPANY ("Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by CSX Transportation, Inc. ("Buyer"), the receipt and sufficiency of which consideration are hereby acknowledged, does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, the title of Seller in the following units of railroad equipment which have been delivered by Seller to Buyer:

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
Twenty (20)	Model GP-16 1600 H.P. Diesel Electric Locomotives	CSXT 1740-1744, inclusive; 1833-1847, inclusive

Seller hereby warrants to Buyer that at the time of delivery of said units of railroad equipment, Seller had legal title thereto and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances arising by, through and under Seller. Seller furthermore warrants to Buyer that there is hereby conveyed to Seller all of Seller's right, title and interest in and to such units.

Seller covenants and agrees that it will defend such title to such units of railroad equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Seller to Buyer.

Buyer is purchasing the railroad equipment in reliance upon its personal inspection and knowledge of the equipment and in "AS IS", "WHERE IS" condition.

SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE RAILROAD EQUIPMENT AND NO WARRANTIES AGAINST PATENT INFRINGEMENT OR THE LIKE; IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY BUYER AND THAT SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT).

Buyer agrees to pay and hold harmless the Seller from any liability for any and all federal, state, municipal and local license fees and taxes (excluding federal and state income taxes), including any and all excise, franchise, license, personal property, use and sales taxes, imposed upon, incurred by or asserted against Seller as a consequence of the sale of the railroad equipment to Buyer, and from and against any and all

liabilities, obligations, losses, damages, penalties, claims, actions, expenses and suits incurred by or asserted against Seller as a consequence of the ownership, possession, operation or use of the railroad equipment by Buyer.

Transfer of title to the railroad equipment pursuant to this Bill of Sale shall be deemed to occur in the Commonwealth of Kentucky. This Bill of Sale will be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by a duly authorized representative as of the 1st day of March, 1994.

THE ATLANTIC LAND AND IMPROVEMENT
COMPANY

Attest: _____

[seal]

By: _____
Name: _____
Title: _____