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JULY 27, 1994

Recordation No. 14229-U

JUL 27 11 39 AM '94  
LICENSING DIVISION

RECORDATION NO. 14229-U FILED 1425

JUL 27 1994 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of First Security Bank of Utah, National Association, (Owner-Trustee under Cypress Equipment, Ltd. Trust No. 92-1), successor Lessor, I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterparts of a secondary document, not previously recorded, entitled Partial Termination from Lease ("Release"), dated as of JULY 26, 1994 which is a partial termination covering only specifically designated locomotives which Releasing Party releases from the provisions of the lease mentioned below.

The party executing the enclosed Release is:

First Security Bank of Utah, National Association - RELEASING PARTY  
79 South Main Street  
Salt Lake City, Utah 84111

The said Release is a release by the Releasing Party only as to those specifically designated eight (8) locomotives from the Master Leasing Agreement recorded under Recordation No. 14229-A, and the Release should be recorded under the next available letter under Recordation No. 14229, which we believe is "-U."

The eight locomotives covered by the enclosed Release are identified in Schedule A attached to the Release.

A short summary of the Release to appear in the ICC Index is as follows:

"Release of 8 locomotives from lease SP 7489 - SP 7492, SP 7495 - SP 7498."

Enclosed is a check in the amount of eighteen dollars (\$18.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document 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.

Very truly yours,  
*Allen H. Harrison, Jr.*  
Allen H. Harrison, Jr.  
Attorney for First Security Bank of Utah, National Association for the purpose of this filing.

*A. H. Harrison*

Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
Enclosures  
BY HAND

8307-020

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JULY 27. 1994

ALLEN H. HARRISON, JR.  
DONELAN, CLEARY, WOOD & MASER  
1275 K STREET, NW SUITE 850  
WASHINGTON DC 20006-4078

Dear MR. HARRISON:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/27/94 at 11:40AM, and assigned recordation number(s) 14229-U and 14229-V

Sincerely yours,

Sidney L. Strickland, Jr.  
Secretary

Enclosure(s)

\$ 36.00 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 stamped 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 you document.

Signature

*Alicia M. Stokes*

14229-U

RECORDATION NO. 14229-U FILED 1425

**PARTIAL TERMINATION FROM LEASE**  
**CYPRESS EQUIPMENT FUND, LTD. TRUST NO. 92-1**

**JUL 27 1994 - 11 40 AM**

INTERSTATE COMMERCE COMMISSION

**KNOWN ALL PERSONS BY THESE PRESENTS THAT**

**WHEREAS, Southern Pacific Transportation Company, as Seller, and BLC Corporation, as Buyer, entered into that certain Bill of Sale executed December 20, 1983, whereby the Seller sold and the Buyer purchased certain locomotives, including among the locomotives the eight in Schedule A attached and made a part hereof, identified by SP numbers (hereinafter "Eight Locomotives"), and**

**WHEREAS, the aforementioned Bill of Sale was filed and recorded with the Interstate Commerce Commission ("ICC") on December 23, 1983 under Recordation No. 14229, and**

**WHEREAS, BLC Corporation, as Lessor, and Southern Pacific Transportation Company, as Lessee, entered into a Master Leasing Agreement ("Lease") dated as of December 1, 1983, whereby the Lessor leased to the Lessee the locomotives covered by the Bill of Sale mentioned above, said Lease filed and recorded with the ICC December 23, 1983 under Recordation No. 14229-A and later supplemented by Rider No. 1 dated as of January 1, 1985, filed and recorded with the ICC under Recordation No. 14229-C, Rider No. 2 dated as of February 1, 1986, unrecorded, and Rider No. 3 dated as of July 1, 1986, filed and recorded with the ICC under Recordation No. 14229-G, and**

**WHEREAS, BLC Corporation, as Seller, and Cypress Equipment Fund, Ltd., as Buyer, entered into that certain Purchase and Sale Agreement dated as of February 1, 1992, as amended from time to time, providing for the purchase by Cypress Equipment Fund, Ltd. of twenty-three locomotives of which the Eight Locomotives are among the twenty three, and**

**WHEREAS, BLC Corporation, as Assignor, and Cypress Equipment Fund, Ltd., as Assignee, entered into that certain Assignment and Assumption Agreement dated as of**

February 25, 1992, whereby BLC Corporation did grant, bargain, assign, transfer, sell, deliver and convey unto Cypress Equipment Fund, Ltd. all of the right, title and interest of BLC Corporation in the said twenty three locomotives in the aforesaid Purchase and Sale Agreement and in, to and under the Lease as to the said twenty-three locomotives of which the Eight Locomotives are among the twenty three, the aforesaid Assignment and Assumption Agreement filed and recorded with the ICC February 27, 1992 under Recordation No. 14229-R, and

WHEREAS, Cypress Equipment Fund, Ltd., as Assignor, and First Security Bank of Utah, National Association, as Assignee, functioning as Owner-Trustee under Cypress Equipment Fund, Ltd. Trust No. 92-1, entered into that certain Purchase Agreements Assignment dated as of February 1, 1992, whereby Cypress Equipment Fund, Ltd. did sell, assign, transfer and set over unto First Security Bank of Utah, National Association, not in its individual capacity but solely as trustee under Cypress Equipment Fund, Ltd. Trust No. 92-1, all of the rights and interest of Cypress Equipment Fund, Ltd. in and to the above-mentioned Purchase and Sale Agreement and the above-mentioned Assignment and Assumption Agreement, said Purchase Agreements Assignment filed and recorded with the ICC February 27, 1992 under Recordation No. 14229-S, and

WHEREAS, BLC Corporation, as Seller, and First Security Bank of Utah, National Association, not in its individual capacity but solely as trustee under Cypress Equipment Fund, Ltd. Trust No. 92-1, as Buyer, entered that certain Bill of Sale, executed as of February 24, 1992, whereby Seller did sell, assign and transfer unto Buyer the twenty-three locomotives in the aforementioned Purchase and Sale Agreement, the Eight Locomotives being among the twenty-three; the aforesaid Bill of Sale filed and recorded with the ICC February 2, 1992 under Recordation No. 14229-Q, and

WHEREAS, Southern Pacific Transportation Company, as Lessee, BLC Corporation, as Original Lessor, First Security Bank of Utah, National Association, as Assignee (Owner-Trustee under Cypress Equipment Fund, Ltd. Trust No. 92-1), and State Street Bank and Trust Company

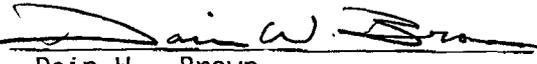
of Connecticut, National Association, as Secured Party, entered into that certain Acknowledgment of Assignment and Agreement dated as of February 25, 1992, covering, among others, the Eight Locomotives, the aforesaid Acknowledgment of Assignment and Agreement filed and recorded with the ICC February 27, 1993 under Recordation No. 14229-T, and

WHEREAS, as to the Eight Locomotives, the term of lease has ended and has not been extended, and all duties, obligations and payments under the Lease have been fulfilled, and hence the Lease is terminated as to the aforesaid Eight Locomotives;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, and intending to be legally bound, First Security Bank of Utah, National Association, the Owner-Trustee under Cypress Equipment Fund, Ltd. Trust No. 92-1, as Lessor, does hereby terminate the lease interest created by the Lease only as to the aforesaid Eight Locomotives, and files and records this Partial Termination from Lease for the purpose of officially terminating of record in the files of the Interstate Commerce Commission the Lease only as to the aforesaid Eight Locomotives.

IN WITNESS WHEREOF, First Security Bank of Utah, National Association, not in its individual capacity but solely in its capacity as trustee under Cypress Equipment Fund, Ltd. Trust No. 92-1, as Lessor, has duly executed this Partial Termination from Lease as of this 26th day of July, 1994.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in its individual  
capacity but solely in its capacity as trustee under  
Cypress Equipment Fund, Ltd. Trust No. 92-1, as  
LESSOR.

By: 

Name: Dain W. Brown

Title: Assistant Trust Officer

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )

SS:

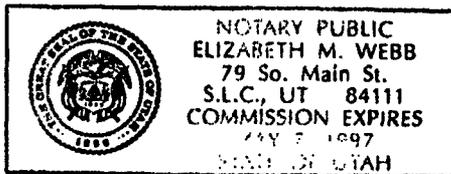
On this 26th day of July, 1994 before me personally appeared Dain W. Brown, to me personally known, who being by me duly sworn, says that he/she is the Assistant Trust Officer of First Security Bank of Utah, National Association, that the foregoing instrument was signed on behalf of First Security Bank of Utah, National Association, not in its individual capacity but solely in its capacity as trustee under BLC Trust No. 92-1, by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of First Security Bank of Utah, National Association, not in its individual capacity but solely in its capacity as trustee under BLC Trust No. 92-1.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Elizabeth M. Webb  
Notary Public

[SEAL]

My Commission expires:



SCHEDULE A

NEW SP NUMBERS

OLD SP NUMBERS

7489

9076

7490

9078

7491

9106

7492

9122

7495

8825

7496

8862

7497

8807

7498

8928