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OFFICE: (202) 371-9500

May 31, 1995

TELECOPIER: (202) 371-0900
RECORDATION NO. 14229-W
FILED 1425

Recordation No. 14229-W MAY 31 1995 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

Counterparts - C. Harrison

Dear Mr. Williams:

On behalf of First Security Bank of Utah, National Association, (Owner-Trustee under BLC 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"), executed as of May 29, 1995 which is a partial termination covering only one specifically designated locomotive 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, UT 84111

The said Release is a release by the Releasing Party only as to that one specifically designated locomotive 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 "-W."

The one locomotive covered by the enclosed Release is identified as SP 6767.

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

"Release of one locomotive from lease namely SP 6767."

Enclosed is a check in the amount of twenty-one dollars (\$21.00) 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 letter/fee receipt 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.

Honorable Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures
BY HAND
8307-020

RECEIVED
OFFICE OF THE
SECRETARY
MAY 31 10 53 AM '95
RECORDING BRANCH



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

5/31/95

Office Of The Secretary

Allen H. Harrison, Jr.
Donelan, Cleary, Wood & Maser, PC.
1100 New York Avenue, NW., Ste. 750
Washington, DC., 20005-3934

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 5/31/95 at 10:55AM, and assigned recordation number(s). 14229-W and 14229-X.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100640042)
(0100640043)

\$ 42.00 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

14229-W

RECORDATION NO. 14229-W
MAY 31 1995 11:02 AM
MICHIGAN STATE UNIVERSITY

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

KNOWN ALL PERSONS BY THESE PRESENTS THAT:

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, filed and recorded with the ICC December 23, 1983 under Recordation No. 14229-A and later supplemented by Rider No. 3 dated as of July 1, 1986, filed and recorded on August 7, 1986 with the ICC under Recordation No. 14229-G, whereby the Lessor leased to the Lessee, among others, a locomotive identified as SP 6767, and

WHEREAS, BLC Corporation, as Seller, and Cypress Equipment Fund, Ltd., as Buyer, entered into that certain (unrecorded) 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 Locomotive identified as SP 6767 is 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 Locomotive identified as SP 6767 is 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 Locomotive identified as SP 6767 being among the twenty-three; the aforesaid Bill of Sale filed and recorded with the ICC February 27, 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 Locomotive identified as SP 6767, 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 Locomotive identified as SP 6767, 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 Locomotive identified as SP 6767;

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 Locomotive

identified as SP 6767, 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 Locomotive identified as SP 6767.

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 19 day of MAY, 1995.

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: *Dain W. Brown*
Name: DAIN W. BROWN
Title: Asst. Trust Officer

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

On this 19 day of MAY, 1995 before me personally appeared _____
Daniel W. Brown to me personally known, who being by me duly sworn,
says that he/she is the Trust Officer of 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, 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 Cypress Equipment Fund, Ltd. Trust No. 92-1.

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

Dianne Moreno
Notary Public

[SEAL]

My Commission expires:

