



DONELAN CLEARY
WOOD & MASER, P.C.

19077-B

RECORDED 19077-B

FEB 2 00 11-25 AM

February 2, 2000
SURFACE TRANSPORTATION BOARD

Via Hand Delivery

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a Partial Release and Partial Termination of Assignment and Security Agreement ("Partial Release and Partial Termination") dated December 1, 1999, by Vincent A. Kolber, an individual ("Secured Party"), a secondary document not previously recorded.

The name and address of the party to the enclosed document are:

SECURED PARTY Vincent A. Kolber, Individually
Three First National Plaza
Suite 1240
Chicago, Illinois 60602

The said Partial Release and Partial Termination partially releases and partially terminates of record that certain RBF Assignment and Security Agreement dated as of November 30, 1994, between Residual Based Financial Corporation, as Debtor, and Secured Party, covering among other things: (1) seven (7) 2,000 Horsepower GP38 Locomotives manufactured by General Motors Corporation (Electro-Motive Division) and numbered ATSF2374 through ATSF2380, inclusive, formerly ATSF 3565 through 3571, inclusive, and prior thereto TP&W 2005 through 2011, inclusive, ("Locomotives"); and (2) that certain lease dated as of September 15, 1978 between Residual Based Finance Corporation, as assignee of La Salle National Trust N.A., as successor to Exchange National Bank of Chicago, and General Electric Railcar Services Corporation, as successor to NAC LEASING CORPORATION, (the "Lease"); and recorded with the Interstate Commerce Commission on November 30, 1994, under Recordation No. 19077-A. The said Partial Release and Partial Termination should be recorded under the next available letter under Recordation No. 19077.

ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, N.W., Suite 750, Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

R.S



Letter to Honorable Vernon A. Williams
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The railroad equipment and the lease covered by this Partial Release and Partial Termination are only those Locomotives and Lease referred to immediately above. The remaining units of equipment (certain rotary dump Gondola railroad cars) and the other lease (between Residual Based Finance Corporation and Tucson Electric Power Company) which are included in the RBF Assignment and Security Agreement are not covered by this Partial Release and Partial Termination.

A short summary of this Full Release and Termination to appear in the STB index is as follows:

“Partial Release and Partial Termination of RRF Assignment
and Security Agreement under 19077-A.”

Enclosed is a check in the amount of \$ 26.00 for the required recording fee.

Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt, the letter from the secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'John K. Maser III'.

John K. Maser III
*Attorney for Purposes of this Filing for Vincent A.
Kolber, individually*

Enclosure
7235-020

19077-B

FEB 2 '00 11:25 AM

PARTIAL RELEASE AND PARTIAL TERMINATION OF ASSIGNMENT
AND SECURITY AGREEMENT

This Partial Release and Partial Termination of Assignment and Security Agreement, made this 1ST day of December, 1999, by Vincent A. Kolber, an individual residing in Chicago, Illinois ("Secured Party").

WHEREAS, Residual Based Finance Corporation ("Debtor") and Secured Party did enter into that certain RBF ASSIGNMENT AND SECURITY AGREEMENT, made as of November 30, 1994, covering, among other things: (1) seven (7) 2,000 Horsepower GP38 Locomotives manufactured by General Motors Corporation (Electro-Motive Division) and numbered ATSF2374 through ATSF2380, inclusive, formerly ATSF 3565 through 3571, inclusive, and prior thereto TP&W 2005 through 2011, inclusive, ("Locomotives"); and (2) that certain lease dated as of September 15, 1978 between Residual Based Finance Corporation, as assignee of La Salle National Trust N.A., as successor to Exchange National Bank of Chicago, and General Electric Railcar Services Corporation, as successor to NAC LEASING CORPORATION, (the "Lease"); and

WHEREAS, the said RBF ASSIGNMENT AND SECURITY AGREEMENT was duly recorded with the Interstate Commerce Commission on November 30, 1994 under Recordation No. 19077-A; and

WHEREAS, Secured Party desires to partially release and to partially terminate the said RBF ASSIGNMENT AND SECURITY AGREEMENT, as it pertains to the said Locomotives and Lease, and it has been and it is now partially released and partially terminated; and

WHEREAS, it is desired by the parties to the said RBF ASSIGNMENT AND SECURITY AGREEMENT to show for the public record the partial release and partial

termination of the aforesaid RBF ASSIGNMENT AND SECURITY AGREEMENT, as it pertains to the said Locomotives and the said Lease, but only to the said Locomotives and said Lease.

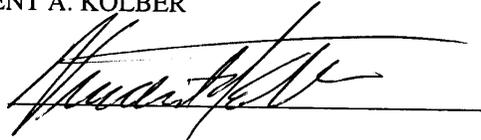
NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, intending to be legally bound, the undersigned verifies the partial release and partial termination of the aforesaid RBF ASSIGNMENT AND SECURITY AGREEMENT with the intent to release and discharge therefrom and thereunder only the said Locomotives and the said Lease.

IN WITNESS WHEREOF, the undersigned has executed this Partial Release and Partial Termination of Assignment and Security Agreement as of the day and year first above written.

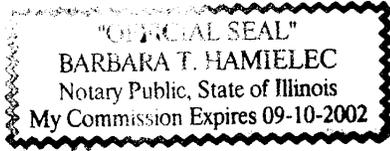
Secured party:

VINCENT A. KOLBER

By:

A handwritten signature in black ink, appearing to read "Vincent A. Kolber", is written over a horizontal line.

STATE OF ILLINOIS)
)
COUNTY OF COOK)



On this 29 day of December, 1999, before me personally appeared Vincent A. Kolber, to me personally known, who, being duly sworn, says that the foregoing instrument was signed by him, and he acknowledged that execution of the foregoing instrument was his free act and deed.

Barbara Hamielec
Notary Public

My Commission Expires:
09.10.02