

RECORDATION NO. 14993-K FILED

JUN 08 '05 2-13 PM

SURFACE TRANSPORTATION BOARD

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

June 8, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Complete Termination of Lease and Release of Security Interests, dated as of June 7, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Conditional Sale Agreement previously filed with the Commission under Recordation Number 14993 and documents associated therewith.

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

Successor Agent: The Bank of New York
5 Penn Plaza 13th Floor
New York, New York 10001

Successor Trustee: US Bank National Association (not in its
individual capacity, but solely as trustee)
225 Franklin Street
Boston, Massachusetts 02110

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A description of the railroad equipment covered by the enclosed document is:

22 locomotives: CR 6000 - CR 6021.

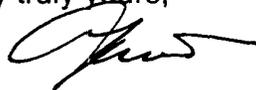
A short summary of the document to appear in the index is:

Complete Termination of Lease and Release of Security Interests.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

JUN 08 '05

2-13 PM

**COMPLETE TERMINATION OF LEASE AND
RELEASE OF SECURITY INTERESTS**

SURFACE TRANSPORTATION BOARD

WITNESSETH

WHEREAS, by Conditional Sale Agreement, dated as of June 15, 1986 (the "CSA"), General Electric Company ("Builder") agreed to construct and sell to The Connecticut Bank and Trust Company, National Association, as Trustee ("Connecticut Bank"), as Agent under a Participation Agreement dated the same date, twenty-two (22) Model C 39-8 3,900 h.p. diesel electric locomotives with the reporting mark and road numbers CR 6000 through CR 6021 ("Equipment");

WHEREAS, by Agreement and Assignment, dated as of June 15, 1986 (the "Assignment") Builder assigned its interests in the CSA to Mercantile-Safe Deposit and Trust Company, as Agent ("Mercantile");

WHEREAS, by Lease of Railroad Equipment, dated as of June 15, 1986 (the "Lease"), between Connecticut Bank and Consolidated Rail Corporation ("ConRail"), Connecticut Bank leased the Equipment to ConRail subject to the rights of Agent under the CSA;

WHEREAS, by Assignment of Lease and Agreement, dated as of June 15, 1986 (the "Agreement"), Connecticut Bank assigned its rights under the Lease as collateral security to Mercantile to secure the payment of the indebtedness under the CSA (the "CSA Indebtedness");

WHEREAS the CSA, the Assignment, the Lease and the Agreement were filed and recorded with the Interstate Commerce Commission on July 11, 1986 at 10:15 a.m. and assigned Recordation Numbers 14993, 14993-A, 14993-B and 14993-C, respectively.

WHEREAS, The Bank of New York ("Successor Agent") has succeeded to the interests of Mercantile;

WHEREAS, U.S. Bank National Association, not in its individual capacity but solely as Trustee ("Successor Trustee") has succeeded to the interests of Connecticut Bank;

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the CSA, the Assignment, the Lease and the Agreement;

NOW, THEREFORE, in consideration of the premises, it is agreed:

The Bank of New York does hereby acknowledge and confirm: (i) the full and complete satisfaction of the CSA Indebtedness and other obligations under the CSA, the Assignment, and the Agreement; (ii) the release of all rights, obligations, and security interests in the Equipment, whether arising under the CSA, the Assignment, the Agreement, or any other instruments executed pursuant thereto or in connection therewith;

and (iii) the reassignment, effective hereby, to Successor Trustee of all of the rights, title and interests of Mercantile in the Lease and the Equipment;

Successor Trustee does hereby acknowledge and confirm, effective hereby, that the Lease and all interests thereunder have expired and the Equipment is no longer subject thereto.

Notwithstanding the above, (i) obligations related to storage of the Units under Section 14 of the Lease and (ii) indemnity obligations under the CSA, the Assignment, the Agreement and the Lease resulting from events occurred on or before the date of this instrument or related to the foregoing clause (i); shall survive and continue in full force and effect.

This Termination may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

This instrument is to be filed and recorded with the Surface Transportation Board pursuant to the provisions of 49 U.S.C. Section 11301.

IN WITNESS WHEREOF, the parties hereto has executed this instrument as of the 7th day of June, 2005.

THE BANK OF NEW YORK, as Agent

By: 

Name: **JOSEPH A. LLORET**
Title: **ASSISTANT TREASURER**

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Successor Trustee

By: _____

Name: _____

Title: _____

and (iii) the reassignment, effective hereby, to Successor Trustee of all of the rights, title and interests of Mercantile in the Lease and the Equipment;

Successor Trustee does hereby acknowledge and confirm, effective hereby, that the Lease and all interests thereunder have expired and the Equipment is no longer subject thereto.

Notwithstanding the above, (i) obligations related to storage of the Units under Section 14 of the Lease and (ii) indemnity obligations under the CSA, the Assignment, the Agreement and the Lease resulting from events occurred on or before the date of this instrument or related to the foregoing clause (i), shall survive and continue in full force and effect.

This Termination may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

This instrument is to be filed and recorded with the Surface Transportation Board pursuant to the provisions of 49 U.S.C. Section 11301.

IN WITNESS WHEREOF, the parties hereto has executed this instrument as of the 7th day of June, 2005.

THE BANK OF NEW YORK, as Agent

By: _____

Name: _____

Title: _____

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Successor Trustee

By:  _____

Name: Donald E. Smith

Title: Vice President

STATE OF New York)
) ss:
COUNTY OF New York)

On this 8 day of June, 2005, before me personally appeared Joseph A. Lloret, to me personally known, who, being by me duly sworn, says that he/she is an Assistant Treasurer of THE BANK OF NEW YORK, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

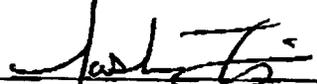

NOTARY PUBLIC

My commission expires:

WILLIAM J. CASSELES
Notary Public, State of New York
No. 01CA5027729
Qualified in Bronx County
Commission Expires May 18, 2006

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this 7th day of June, 2005, before me personally appeared Donald E. Smith, to me personally known, who, being by me duly sworn, says that he is a Vice President of U.S. BANK NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



NOTARY PUBLIC

My commission expires: 2/1/08



CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/8/05



Robert W. Alvord