

RECORDATION NO 18633-H FILED
May 04, 2012 11:00 AM
SURFACE TRANSPORTATION BOARD

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May 4, 2012

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Release and Termination, dated as of May 4, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memoranda of Lease Agreement and Assignment of Lease previously filed with the Commission and the Board under Recordation Numbers 18633 and 18633-F.

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

Lessor:

RBS Asset Finance, Inc
71 S Wacker Drive, 28th Floor
Chicago, IL 60606

Chief
Section of Administration
May 4, 2012
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A description of the railroad equipment covered by the enclosed document is:

23 GM model SD40M-2 locomotives RELEASED: HLCX 9023 – HLCX 9047 (excluding HCLX 9042 and HLCX 9044).

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

Release and Termination.

Also enclosed is a check in the amount of \$41.00 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,



Edward M. Luria

EML/sem
Enclosures

May 04, 2012 11:00 AM

SURFACE TRANSPORTATION BOARD

RELEASE AND TERMINATION

This Release and Termination (this "**Release and Termination**") is dated as of the 4th day of May, 2012 by **RBS Asset Finance, Inc.**, a New York corporation ("**RBSAF**"), having an address of 71 S. Wacker Drive, 28th Floor, Chicago, IL 60606.

Witnesseth That:

WHEREAS, MotivePower Industries, Inc. (f/k/a MK Rail Corporation), as successor by assignment to Morrison Knudsen Corporation (the "**Lessee**") and Wilmington Trust Company, as Owner Trustee under PBG Equipment Trust Agreement (as successor by assignment to Pitney Bowes Credit Corporation) (the "**Original Lessor**"), are parties to that certain Master Equipment Lease Agreement dated as of December 10, 1993 (the "**Master Lease**");

WHEREAS, pursuant to the Master Lease, the Original Lessor and the Lessee entered into that certain Lease Schedule No. 801 dated as of December 10, 1993 (together with any and all riders, addenda and exhibits attached thereto, and as amended, the "**Schedule**"), which Schedule incorporates by reference the terms and provisions of the Master Lease, but otherwise constitutes a separate agreement of lease (such Schedule as so incorporating by reference the terms and provisions of the Master Lease is referred to herein as, the "**Lease**"), and which Lease is evidenced by a Memorandum of Lease Agreement recorded with the Surface Transportation Board (previously known as the Interstate Commerce Commission), on December 30, 1993, and assigned Recordation Number 18633;

WHEREAS, pursuant to certain assignment agreements between the Original Lessor and RBSAF, the Original Lessor assigned to RBSAF all of the right, title and interest of the Original Lessor in and to the Lease and the Equipment, and which assignment is evidenced by that certain Memorandum of Assignment of Lease dated as of August 3, 2007, and recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on April 23, 2008, at 3:40 P.M., and assigned Recordation Number 18633-F; and

WHEREAS, pursuant to the Lease, RBSAF (as successor-in-interest to the Original Lessor) has leased to Lessee certain railroad equipment more particularly identified in the Lease (the "**Equipment**"), including those items of Equipment bearing the Road Marks set forth on the Schedule A attached hereto and made a part hereof (the "**Released Equipment**"); and

WHEREAS, RBSAF desires to release the Released Equipment from the Lease, upon the terms and conditions set forth herein.

NOW THEREFORE, RBSAF hereby executes this Release and Termination in order to acknowledge and confirm the following:

1. RBSAF hereby releases the Released Equipment from the Lease (excluding those liabilities, indemnities and obligations of the Lessee which expressly survive the termination of the Lease).

2. Notwithstanding anything contained in this Release and Termination to the contrary, this Release and Termination shall have no effect with respect to, and shall not otherwise cancel or terminate the Master Lease or any other schedule entered into pursuant to the Master Lease.

IN WITNESS WHEREOF, RBSAF wishes to show for public record the release of the Released Equipment from the Lease, and accordingly has caused this Release and Termination to be executed by their officers thereunto duly authorized, as of the date first above written.

RBSAF:

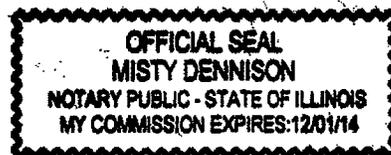
RBS Asset Finance, Inc.,
a New York corporation

By: 
Name: Soula Perakis
Title: Vice President

STATE OF ILLINOIS
COUNTY OF COOK

On this 4th day of May, 2012, before me personally appeared Soula Perakis, a Vice President of RBS Asset Finance, Inc., to me known and known by me to be the person executing the foregoing instrument on behalf of said corporation, and he/she acknowledged said instrument by him/her executed to be his/her free act and deed and the free act and deed of said corporation.


Notary Public
My commission expires: 12/1/2014
[Notarial Seal]



Schedule A

Description of Equipment

Twenty three (23) remanufactured General Motors model SD40M-2 locomotives bearing Road Marks HLCX 9023 through HLCX 9047, excluding HLCX 9042 and HLCX 9044.

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 5/4/12

Edward M Luria
Edward M. Luria