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8-023A063

RECORDATION NO. 5742-F

JAN 25 1988

INTERSTATE COMMERCE COMMISSION
January 22, 1988

No. 1000

Date JAN 25 1988

Fee \$ 10.00

ICC Washington, D.C.

Secretary
Interstate Commerce Commission
12th & Constitution, N.W.
Washington, D.C. 20423

Attention: Mildred Lee
Room 2303

Dear Secretary:

As counsel to Vineyard Car Company, we have enclosed three counterparts of the document described below to be recorded pursuant to section 11303 of title 49 of the U.S. Code.

This document is a Release and Bill of Sale, a secondary document, dated as of January 21, 1988, pursuant to which Bankers Trust Company releases its rights as a secured party under the Conditional Sale Agreement referred to below.

The primary documents to which this is connected are recorded under recordation numbers 5742, 5742-A and 5742-B, being three Conditional Sale Agreements, each dated as of May 1, 1970, among each of General Motors Corporation (Electro-Motive Division), The Darby Steel Products of Steel Plate Corporation and Thrall Car Manufacturing Company, respectively, Vineyard Car Corporation and The Kansas City Southern Railway Company.

Counterpart

5742-F

*SEARCHED
SERIALIZED
INDEXED
JAN 25 1988*

January 22, 1988

- 2 -

The names and address of the party to the enclosed document is as follows:

Assignee <u>of Vendor:</u>	Bankers Trust Company 4 Albany Street New York, New York 10006
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A description of the equipment covered by the document is as covered in the three (3) above mentioned Conditional Sale Agreements.

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

Full Release of Conditional Sale Agreements under recordation numbers ^S#742, ^S#742-A and ^S#742-B.

A fee of \$10.00 is enclosed. Please return two counterparts of the enclosed Release and Bill of Sale to the undersigned or the person delivering this letter.

Very truly yours,


Michael Connolly

MC:dsa
enclosures

5742-F

RELEASE AND BILL OF SALE

JAN 25 1988 11 55 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS, under the terms of ^SCONDITIONAL SALE AGREEMENT with recordation number #742, dated as of May 1, 1970, among GENERAL MOTORS CORPORATION (Electro-Motive Division), a Delaware corporation ("General Motors"), VINEYARD CAR CORPORATION, a Connecticut corporation (hereinafter called the "Corporation"), and KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation (hereinafter called the "Railway"), General Motors agreed to sell and the Corporation agreed to buy six (6) 3000 H.P. Model SD-40 Diesel Locomotives bearing the respective car numbers set forth in Annex B to said Conditional Sale Agreement (hereinafter referred to as the "Locomotives"); and

WHEREAS, under the terms of ^SCONDITIONAL SALE AGREEMENT with recordation number #742-A, dated as of May 1, 1970, among THE DARBY STEEL PRODUCTS OF STEEL PLATE CORPORATION, a Kansas corporation ("Darby"), the Corporation and the Railway, Darby agreed to sell and the Corporation agreed to buy two (2) Stainless Steel Cabooses bearing the respective car numbers set forth on Annex B to said Conditional Sale Agreement (hereinafter referred to as the "Cabooses"); and

WHEREAS, under the terms of ^SCONDITIONAL SALE AGREEMENT with recordation number #742-B, dated as of May 1, 1970, among THRALL CAR MANUFACTURING COMPANY, a Delaware corporation ("Thrall"), the Corporation and the Railway, Thrall agreed to sell and the Corporation agreed to buy seventy-five (75) 150-Ton Unit Train Gondolas bearing the respective car numbers set forth on Annex B to said Conditional Sale Agreement (hereinafter referred to as the "Gondolas"); and

WHEREAS, under the terms of three respective AGREEMENT AND ASSIGNMENTS, each dated as of May 1, 1970, between each of General Motors, Darby and Thrall (each hereinafter referred to as the "Vendor") and BANKERS TRUST COMPANY, as Agent (hereinafter referred to as "Assignee"), each Vendor assigned and transferred all such Vendor's right, title and interest under the aforesaid Conditional Sale Agreement to which such Vendor was a party, and all such Vendor's right, title and interest in and to the Locomotives, Cabooses and Gondolas, respectively (hereinafter referred to, collectively, as the "Equipment"), to Assignee; and

WHEREAS, ^Sunder the terms of ASSIGNMENT with recordation number #742-D, dated as of May 1, 1970, between the Corporation and VINEYARD CAR COMPANY, a Connecticut limited partnership (the "Partnership"), the Corporation assigned and transferred all of the Corporation's right, title and interest under each of the three aforesaid Conditional Sale Agreements and all of the Corporation's right, title and interest in and to said Equipment to the Partnership; and

WHEREAS, Assignee has received from the Partnership full payment of all indebtedness in respect to the purchase price of the Equipment due under each of the three Conditional Sales Agreements and each of the three Agreement and Assignments and the conditions and obligations of the Corporation, the Partnership and the Railway with respect to the Equipment have been satisfied in full;

NOW THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Partnership, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO SAID VINEYARD CAR COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto SAID VINEYARD CAR COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreements and Agreement and Assignments.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, BANKERS TRUST COMPANY, as Agent, acting in accordance with the terms and conditions of each of the three aforementioned Conditional Sale Agreements and each of the three Agreement and Assignments has caused this instrument to be executed in its corporate name by one of its authorized officers and its corporate seal to be hereunto affixed and attested this 2nd day of January, 1988.

BANKERS TRUST COMPANY, AS AGENT

By

John Mearns
Assistant Secretary

ATTEST:

Robert T. Blum
Assistant Secretary

