

SLOVER & LOFTUS

ATTORNEYS AT LAW

1224 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

WILLIAM L. SLOVER
C. MICHAEL LOFTUS
DONALD G. AVERY
JOHN H. LE SEUR
KELVIN J. DOWD
ROBERT D. ROSENBERG
FRANK J. PERGOLIZZI

202 347-7170

RECORDATION NO. 9449 JUL 15 1988

JUL 15 1988-1 00 PM July 15, 1988

INTERSTATE COMMERCE COMMISSION

8 197A024

No. JUL 15 1988
Date

Fee \$ 13.00.....

ICC Washington, D. C.

Noreta R. McGee
Secretary
Interstate Commerce Commission
12th and Constitution Avenue
Washington, D.C. 20423

Re: Utility Fuels, Inc. Security Agreement Dated
as of July 21, 1978

Dear Ms. McGee:

Enclosed are an original and two copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Receipt, Release and Termination Agreement, a secondary document, dated June 15, 1988. The primary document to which this supplement is connected is recorded under Recordation No. 9449.

The names and addresses of the parties to the document are as follows:

Trustee

United States Trust Company of New York
130 John Street
New York, New York 10038

Lessee

Utility Fuels, Inc.
P.O. Box 539
Houston, Texas 77001

100 OFFICE OF
THE SECRETARY
JUL 15 12 43 PM '88
MOTOR OPERATING UNIT

Amey Hayward
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The equipment covered by this document consists of 1,150 105-ton 4200 cubic feet gondola-type coal cars; AAR mechanical Designation GTS; bearing the Lessee's identifying mark of UFIX; and identifying numbers 1001 to 11101 in an irregular numerical sequence, as more particularly described in previous filings with the Interstate Commerce Commission under 49 U.S.C. § 11303 and assigned ICC Recordation No. 9449.

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

Receipt, Release and Termination Agreement to Security Agreement with Recordation No. 9449, dated June 15, 1988, and covering 1,150 gondola-type cars.

A fee of \$10 is enclosed. Please stamp the original and one copy with your official recording stamp, retain one copy for recordation by the Commission, and return the original and all extra copies to the bearer of this letter, along with your fee receipt.

Thank you for your attention to this matter.

Very truly yours,



Robert D. Rosenberg
As Agent for
Utility Fuels, Inc.

CML:raw
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

7/15/88

OFFICE OF THE SECRETARY

Robert D. Rosenberg
Slover & Loftus
1224 17th St. N.W.
Washington, D.C. 20036

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 7/15/88 at 1:00pm, and assigned recordation number(s). 9449-I

Sincerely yours,

Narta R. McEneaney
Secretary

Enclosure(s)

REGISTRATION NO. 9449 *el*

JUL 15 1988-1 00 PM

INTERSTATE COMMERCE COMMISSION

RECEIPT, RELEASE AND TERMINATION AGREEMENT

THIS RECEIPT, RELEASE AND TERMINATION AGREEMENT (this "Agreement") is made and entered into as of the 15th day of June, 1988, by and between United States Trust Company of New York (the "Secured Party"), as trustee for the Note Purchasers referred to below and Utility Fuels, Inc., a Texas corporation (the "Debtor").

RECITALS:

A. Pursuant to a certain Security Agreement, dated as of June 15, 1978 (the "Security Agreement"), entered into by and between Debtor and the Secured Party, Debtor pledged and granted to the Secured Party, for the benefit of the Note Purchasers (as such term is defined in Section 1 of the Security Agreement), security interests in certain assets of Debtor, including without limitation (i) 450 railroad cars ("Cars") as more particularly described in Schedule I to the Security Agreement, (ii) an additional 700 Cars delivered pursuant to certain purchase orders as more particularly described in Schedule II to the Security Agreement and (iii) certain coal handling equipment ("Equipment") as more particularly described in Schedule III to the Security Agreement.

B. The Security Agreement was duly recorded with the Interstate Commerce Commission (the "ICC") under 49 U.S.C. § 11303 and assigned ICC Recordation No. 9449. A Form UCC-1 ("UCC-1") was filed with the Secretary of State of Texas (Financing Statement No. 151383) on July 12, 1983 and with the County Clerk of Fort Bend County, Texas (Vol. 1241, Page 752 of the Official Records) securing the Equipment. A Deed of Trust and Mortgage dated June 15, 1978 ("Deed of Trust") was filed in the real property records of Fort Bend County (Vol. 468, Page 605 of the Deed of Trust Records) securing the Equipment and an Acknowledgment and Ratification by Houston Lighting and Power Company dated June 15, 1978 was filed in the real property records of Fort Bend County, Texas (Vol. 468, Page 593 of the Deed of Trust Records).

C. The Debtor has paid all Notes in full. It is the desire of the Secured Party to terminate the Security Agreement and release all liens and security interests arising thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Secured Party and Debtor hereby agree as follows:

1. Definitions. Except as otherwise provided herein or except as otherwise required by the context herein, all capitalized terms defined in the Security Agreement shall have such defined meanings when used herein.

2. Receipt and Acknowledgment. The Secured Party hereby acknowledges payment in full of all Notes.

3. Termination. The Security Agreement shall be and is hereby terminated and cancelled, and is without any further force and effect.

4. Release of Liens. The Secured Party, for itself and for the Note Purchasers and any of their affiliates, subsidiaries, officers, employees, and agents, does hereby release, discharge, quitclaim and terminate any and all liens, mortgages, deeds of trust and security interests of every kind and nature arising directly or indirectly under the Security Agreement, including without limitation all liens, mortgages, deeds of trust and security interests in and to the Cars and Equipment which are the subject of Section 2 of the Security Agreement.

5. Termination Statements. The Secured Party hereby agrees to execute and deliver to Debtor Form UCC-3 Termination Statements and Release of Liens relating to all such liens, mortgages, deeds of trust and security interests described in Paragraph 4 above and to execute and deliver to Debtor such other documents as Debtor deems appropriate to effectuate the terms and provisions of this Agreement.

6. No Prior Assignment or Conveyance. The Secured Party hereby represents and warrants that it has not heretofore assigned, conveyed or encumbered any right, title or interest in and to the Security Agreement or its rights and duties thereunder.

7. Recordation. Upon execution of this Agreement, Debtor shall (i) cause it and the requisite number of counterparts to be filed and recorded with the ICC pursuant to 49 U.S.C. § 11303, and the regulations promulgated thereunder, (ii) cause a Release of Lien to be filed in the real property records of Fort Bend County, Texas and (iii) cause a Form UCC-3 Termination Statement to be filed with the Secretary of State of Texas and with the County Clerk of Fort

DEBTOR: UTILITY FUELS, INC.

By F. K. Smith

Title: President

STATE OF Texas §

COUNTY OF Harris §

On this 15th day of June, 1988, before me, personally appeared F. K. Smith, to me personally known, who being by me duly sworn, says that he is the President of Utility Fuels, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret Runkle
Notary Public in and for
Harris County, Texas

[SEAL]

My Commission Expires:

