CSX TRANSPORTATION

CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

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January 6, 1989

Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Avenue, N.W.
Washington, DC 20423

RECORDATION NO. 7154-C
JAN 10 1989 3 20 PM
INTERSTATE COMMERCE COMMISSION

Gentlemen:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are four executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction and Release dated as of November 15, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company,
as Agent (Vendor)
P. O. Box 2258
Baltimore, MD 21203

CSX Transportation, Inc. (Vendee)
Successor by merger to Louisville and
Nashville Railroad Company (L&N)
100 North Charles Street
Baltimore, MD 21201

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of July 1, 1973 by and between Thrall Car Manufacturing Company and L&N, and Agreement and Assignment dated July 1, 1973, from Thrall Car Manufacturing Company to Vendor and recorded with the Interstate Commerce Commission on September 11, 1973, and assigned Recordation No. 7154. Said document also releases all of the equipment under said Conditional Sale Agreement and Agreement as Assignment as amended and supplemented.

The units of equipment covered by the enclosed document are all units identified in the Conditional Sale Agreement as amended and supplemented. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release."

Enclosed is a check in the amount of $13 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,

RFH/mw
Enclosures

Counterpart No. ____
Of 4 Counterparts

RECORDATION NO. 7154-C FILED 1989

JAN 10 1989 -3 20 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of November 15, 1988 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Louisville and Nashville Railroad Company ("L&N")).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of July 1, 1973 (the "Conditional Sale Agreement") between Thrall Car Manufacturing Company (the "Vendor") and L&N, the Vendor agreed to construct, sell and deliver to L&N on the terms and conditions therein set forth, the equipment described in Schedule B attached thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment dated as of July 1, 1973 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, all its rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on September 11, 1973, and assigned Recordation No. 7154;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full

Purchase Price of the Equipment, together with interest, and performed all of its obligations under the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent transfers its title and interest in and to the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and performed all of its obligations under the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer of title to the Equipment to the Railroad.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars ($10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments and obligations required of the Railroad under the Conditional Sale Agreement, and (2) transfer all its right, title and interest in and to the Equipment to the Railroad.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By _____
Vice President

ATTEST:

_____
CORPORATE TRUST OFFICER

CSX TRANSPORTATION, INC.

By _____
Vice President-CSX Rail Transport

ATTEST:

David M. Yearwood
Assistant Secretary

STATE OF MARYLAND)
County) SS:
~~CITY~~ OF BALTIMORE)

On this 15th day of November, 1988, before me personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals 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.

Patricia A. Conn
Notary Public

My Commission expires: 7-1-90.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 10 day of October, 1988, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals 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.

Cathy R. Hudson
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 26, 1992
~~Bonded thru Patterson - Becht Agency~~

My Commission expires: _____.

NOTARIAL SEAL