

FEB 16 1989 -11 00 AM

RELEASE

INTERSTATE COMMERCE COMMISSION

To: Connell Rice & Sugar Co. Inc. (Connell Leasing Company Division) ("Connell");

Tenth HFC Leasing Corporation ("HFC");

CSX Transportation Inc. ("CSX"), as successor by merger to The Chesapeake and Ohio Railway Company ("Chesapeake");

The Connecticut Bank and Trust Company, National Association (successor to The Connecticut Bank and Trust Company ("Connecticut Bank")), as trustee ("CBT")

Dear Sirs,

Pursuant to a certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of December 30, 1988 among Connell, HFC, CSX and CBT, for valuable consideration the receipt and sufficiency of which we hereby acknowledge, we, not in our individual capacity but solely as agent pursuant to a certain Participation Agreement dated as of December 1, 1978, as modified, supplemented or amended from time to time, hereby acknowledge the satisfaction of all debt owed to us pursuant to, and release all our right, title and interest in and to, the following documents (collectively the "Agreements"):

1. Reconstruction and Conditional Sale Agreement (the "RCSA"), dated as of December 1, 1978, among us, Chesapeake and Connecticut Bank, filed with the Interstate Commerce Commission ("ICC") on January 17, 1979, at 10:45 a.m., recordation number 10026;

2. Transfer Agreement, dated as of December 1, 1978 between us and Connecticut Bank, filed with the ICC on January 17, 1979, at 10:45 a.m., recordation number 10026-A;

3. Lease of Railroad Equipment, dated as of December 1, 1978, between Chesapeake and Connecticut Bank, filed with the ICC on January 17, 1979, at 10:45 a.m., recordation number 10026-B;

4. Assignment of Lease and Agreement, dated as of December 1, 1978 between us and Connecticut Bank, filed with the ICC on January 17, 1979, at 10:45 a.m., recordation number 10026-C; and

5. Hulk Purchase Agreement, dated as of December 1, 1978 between Connecticut Bank and Chesapeake, filed with the ICC on January 17, 1979, at 10:45 a.m., recordation number 10026-D.

This Release is provided pursuant to the Purchase Agreement and is given on the condition that all indemnities for our benefit as set forth in the Agreements and the documents related thereto, including but not limited to Articles 12 and 21 of the RCSA, shall survive the execution and delivery of this instrument and the Purchase Agreement. This Release may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have caused this instrument to be signed by a duly authorized officer this 2nd day of February, 1989.

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY, not in  
its individual capacity but  
solely as agent

[Corporate Seal]  
Attest:

By   
Authorized Officer

By   
Name: Russell E. Schreiber  
Title: Vice President

Agreed and Accepted:

TENTH HFC LEASING CORPORATION

By \_\_\_\_\_  
Name: Stanley Malinowski  
Title:

5. Hulk Purchase Agreement, dated as of December 1, 1978 between Connecticut Bank and Chesapeake, filed with the ICC on January 17, 1979, at 10:45 a.m., recordation number 10026-D.

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AND TRUST COMPANY, not in  
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[Corporate Seal]  
Attest:

By \_\_\_\_\_  
Authorized Officer

By \_\_\_\_\_  
Name: Russell E. Schreiber  
Title: Vice President

Agreed and Accepted:

TENTH HFC LEASING CORPORATION

By Stanley Malinowski  
Name: Stanley Malinowski  
Title: VICE-PRESIDENT

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division)

By   
Name: R.C. Connolly  
Title: Executive Vice President

CSX TRANSPORTATION INC., as  
successor by merger to The  
Chesapeake and Ohio Railway  
Company

By \_\_\_\_\_  
Name: Denis J. Voisard  
Title: Assistant Vice President  
and Treasurer - Equipment  
Unit

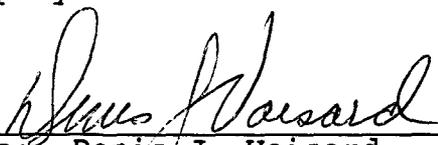
THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
not in its individual capacity  
but solely as trustee

By \_\_\_\_\_  
Name:  
Title:

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division)

By \_\_\_\_\_  
Name: R.C. Connolly  
Title: Executive Vice President

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not in its individual capacity  
but solely as trustee

By \_\_\_\_\_  
Name: **V. Kreuscher**  
Title: **ASSISTANT VICE PRESIDENT**

STATE OF MARYLAND     )  
                                  )  
CITY OF BALTIMORE     )            ss.:

On this 15<sup>th</sup> day of February, 1989, before me personally appeared Russell E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Vice President of Mercantile-Safe Deposit and Trust Company, that the seal affixed to the Release is the corporate seal of said corporation and that the foregoing Release was duly signed by him on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Release was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My commission expires: 7-1-90