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LOS ANGELES  
515 SOUTH FLOWER STREET  
LOS ANGELES, CALIFORNIA 90071  
(213) 488-7000

WASHINGTON  
1776 G STREET, N.W.  
WASHINGTON, D. C. 20006  
(202) 789-8500

DENVER  
707 SEVENTEENTH STREET  
DENVER, COLORADO 80202  
(303) 592-1010

NEWPORT CENTER  
800 NEWPORT CENTER DRIVE  
NEWPORT BEACH, CALIFORNIA 92660  
(714) 759-3800

SAN DIEGO  
600 B STREET  
SAN DIEGO, CALIFORNIA 92101  
(714) 231-1100

SAN JOSE  
ONE ALMADEN BOULEVARD  
SAN JOSE, CALIFORNIA 95113  
(408) 998 2000

GIBSON, DUNN & CRUTCHER  
LAWYERS

2029 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067

(213) 552-8500  
TELEX: 674264

CABLE ADDRESS: GIBTRASK CC LSA

JAS. A. GIBSON, 1852-1922  
W. E. DUNN, 1861-1925  
ALBERT CRUTCHER, 1860-1931

EUROPE  
104, AVENUE RAYMOND POINCARÉ  
75116 PARIS, FRANCE  
501-9383  
CABLE ADDRESS: GIBTRASK PARIS  
TELEX: 613092 GIBTRAK F

LONDON  
73 SOUTH AUDLEY STREET  
LONDON W1Y 5FF, ENGLAND  
01-499-6010  
CABLE ADDRESS: GIBTRASK LONDON WI  
TELEX: 27731 GIBTRK G

AFFILIATED SAUDI ARABIA OFFICE  
REDEC PLAZA  
AIRPORT ROAD  
P. O. BOX 1001  
RIYADH, SAUDI ARABIA  
477-0693  
TELEX: 204078 PANLAW SJ

December 9, 1982

REGISTRATION NO. 100355  
Filed 1025

DEC 15 1982-2 15 PM

INTERSTATE COMMERCE COMMISSION

OUR FILE NUMBER

WRITER'S DIRECT DIAL NUMBER

(213) 557-8041

2-349A-11

G 3633-9-29-4-3

CERTIFIED MAIL

Interstate Commerce Commission  
Twelfth Street and Constitution  
Avenue, N.W.  
Washington, DC 20423

ATTN: Mildred Lee, Room 2303

Re: Release by The Provident Bank  
of Interests in that certain  
Conditional Sale Agreement  
dated as of December 30, 1978  
and filed with the Interstate  
Commerce Commission on January 19,  
1979 (ICC Recordation No. 10035)

Date DEC 15 1982  
Fee \$ 10.00  
ICC Washington, D. C.

Dear Ms. Lee:

Enclosed herewith is an original and one notarized copy of an Agreement dated as of December 15, 1981 by and between The Provident Bank and BBT providing for the release of The Provident Bank's interest in the above-referenced Conditional Sale Agreement.

Please record this Agreement as a release and return to me a copy stamped to show the date of recordation and the recordation number. I have enclosed a check in the amount of \$10 in payment of the applicable recordation fee.

RECEIVED  
DEC 15 2 09 PM '82  
FEDERAL RESERVE  
REGISTRATION BR.

Interstate Commerce Commission  
December 9, 1982  
Page Two

The addresses of the parties are as follows:

BBT, a Nevada Limited Partnership  
One East First Street, Suite 1203  
Reno, NV 89501

The Provident Bank  
One East Fourth Street  
Cincinnati, OH 45202

Please call me if you require any additional documents  
or information in order to record the foregoing release.

Sincerely,



Russell C. Hansen

RCH/cb  
Enclosures

cc: Robert D. Burch, Esq.

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/15/82

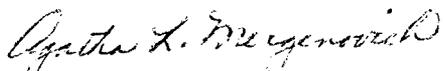
OFFICE OF THE SECRETARY

Russell C. Hansen:  
Gibson, Dunn & Crutcher  
2029 Century Park East  
Los Angeles, Calif. 90067

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 12/14/82 at 2:15pm, and assigned re-  
recording number(s). **10035-E Complete Release**

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

REGISTRATION NO. 10035-E Filed 1982

DEC 15 1982 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

---

AGREEMENT

DATED AS OF DECEMBER 15, 1981

BETWEEN

BBT, A NEVADA LIMITED PARTNERSHIP

AND

THE PROVIDENT BANK, AN OHIO BANKING CORPORATION

(COVERING 200 GENERAL PURPOSE BOX CARS)

---

Filed and recorded with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. 11303 of the Interstate Commerce Act on \_\_\_\_\_, 1982, at \_\_\_\_\_, Recordation No. \_\_\_\_\_.

## AGREEMENT

THIS AGREEMENT is made and entered into as of the 15th day of December, 1981, by and between The Provident Bank ("Agent"), an Ohio banking corporation, individually and as Agent for any and all owners of the Total Indebtedness, as defined below, past and present, including but not limited to, itself and Great American Life Insurance Company, and BBT ("BBT"), a Nevada limited partnership and debtor in possession under Chapter 11 of Title 11 of the United States Code (the "Federal Bankruptcy Code").

## RECITALS

A. Pursuant to the terms of that certain Conditional Sale Agreement, dated as of December 30, 1978 (the "CSA"), BBT acquired 200 70-ton general purpose railroad rolling stock box cars with manager's road numbers CAGY 21500 through CAGY 21699, inclusive, and related equipment and accessories (collectively the "Equipment") for the Purchase Price stated therein. Immediately following the final closing with respect to the Equipment, BBT was indebted to Agent in the approximate principal amount of Six Million, Three Hundred Thousand Dollars (\$6,300,000), together with interest and certain other costs, charges and expenses, payable as set forth in the CSA (said initial indebt-

edness increased by additions thereto for interest and any reimburseable costs, advances, loans, charges and expenses and reduced by payments made is hereinafter referred to as the "Total Indebtedness"). The Total Indebtedness is secured by the Equipment, the Maintenance Escrow Account referred to in the CSA and by such other collateral as is set forth in the CSA. Agent has confirmed to BBT that the Total Indebtedness is presently owned by Provident and Great American Life Insurance Company.

B. BBT defaulted under the CSA by virtue of having failed to pay to Agent when due all quarterly installments of principal and interest in connection with the Total Indebtedness since October 30, 1980 and the required quarterly payments in respect of the Maintenance Escrow Account referred to in the CSA due since October 30, 1980.

C. On or about November 10, 1980, BBT filed a voluntary petition under Chapter 11 of the Federal Bankruptcy Code in the United States Bankruptcy Court for the District of Nevada, Case No. 80-00815 ("Bankruptcy Court"). Since that time BBT has continued to own and use the Equipment as the Debtor in Possession.

D. In order to provide for a mutually agreeable resolution of their respective rights and obligations to be presented to the Bankruptcy Court, BBT and Agent entered into

an Agreement dated as of November 19, 1981 (the "November Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The November Agreement has been submitted to and approved by the Bankruptcy Court as the resolution of all pending issues between the parties.

E. The November Agreement provides, inter alia, for the cancellation by the Agent of the Total Indebtedness remaining after payment by BBT to Agent of the following amounts:

- (1) On the Closing Date (as defined in the November Agreement), the sum of \$1,262,454.62 representing unpaid interest through December 15, 1981 on the Total Indebtedness;
- (2) On December 15, 1981, the sum of \$26,703.31 as payment of Loan Costs, as defined in the November Agreement, relating to the modification and extension of the Total Indebtedness;
- (3) On December 15, 1981, the sum of \$3,333,342 (net of a credit

of \$25,000 as provided in  
Section 5 of the November  
Agreement) in full satisfaction  
of the Total Indebtedness.

F. This Agreement is executed by the parties pursuant to the November Agreement which requires that, upon payment by BBT to Agent of the foregoing sums, Agent shall deliver to BBT: (1) a receipt acknowledging that the Total Indebtedness has been paid in full; and (2) a cancellation of all rights of Agent and its representatives under or with respect to the CSA (ICC Recordation No. 10035), the related Finance Agreement, Agency Agreement (ICC Recordation No. 10035A), Management Agreement (ICC Recordation No. 10035B) and Agency and Management Agreement Assignment (ICC Recordation No. 10035D), all of even date therewith, and all other documentation to which Agent is a signatory or intended beneficiary with respect to the Equipment Transaction, as defined in the November Agreement (the "Loan Documents").

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth herein and in the November Agreement, the parties hereto agree as follows:

1. Agent hereby acknowledges the receipt from BBT on the Closing Date of the sum of \$1,262,454.62 and the receipt from BBT on December 15, 1981 of the sums of \$26,703.31 and \$3,333,342, as provided in the November Agreement. Agent

further acknowledges that in accordance with the terms of the November Agreement the Total Indebtedness has been paid in full.

2. Agent hereby represents that it has paid over to BBT all funds and other assets which have been held in the Maintenance Escrow Account, as defined in the CSA, or which have been otherwise held as security for the Total Indebtedness.

3. It is understood and agreed that all obligations of BBT to Agent, its principals and its representatives, and all rights of Agent, its principals and its representatives, under or with respect to the Loan Documents are hereby cancelled, including, without limitation, BBT's obligations under the CSA with respect to the Maintenance Escrow Account and all requirements that revenues or other assets of BBT be paid to or through Agent or its designees.

4. Agent hereby expressly acknowledges that all rights and interests assigned by BBT to Agent under that certain Agency and Management Agreement Assignment dated as of December 30, 1978, shall revert to BBT pursuant to Section 11 of such Assignment.

5. Agent hereby fully releases and discharges its security interest in the Equipment and conveys to BBT all of its right, title and interest in and to the Equipment free and clear of any interest arising from or pursuant to the Loan Documents. Agent agrees, at the request of BBT, to execute such additional documents and take such other action as BBT determines to be reasonably necessary to effectuate the intent of this Section 5 and this Agreement.

6. Agent hereby represents that it has full authority to execute this Agreement and all documents contemplated herein on behalf of all owners of the Total Indebtedness and/or any security interest in the Equipment arising from or pursuant to the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 15th day of December, 1981.

Attest:

Walt E. May

THE PROVIDENT BANK,  
An Ohio banking corporation,  
Individually and as Agent

By Philip Burns EVP  
ITS EXECUTIVE VICE PRESIDENT

Attest:

Georgia Hollison

By: BT TRANSPORT, INC.,  
General Partner

By Kristina Haiker  
Kristina Haiker, President

Attest:

Georgia Hollison

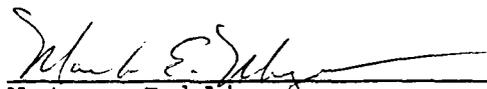
By: APARTMENT HOUSE DECORATIVE  
CO., INC., General Partner

By Kristina Haiker  
Kristina Haiker, President

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

BE IT REMEMBERED, That on the 27<sup>th</sup> day of OCTOBER, 1982, before me, the subscriber, a Notary Public in and for said County and State, personally appeared PHILIP R. MYERS, Ex. V. P. of THE PROVIDENT BANK, the banking corporation whose name is subscribed to and which executed the foregoing instrument, and for himself and as such officer, and for and on behalf of said corporation, acknowledged that he did execute said instrument on behalf of said corporation, and that the signing and execution of said instrument is his free and voluntary act and deed, his free and voluntary act and deed as such officer, and the free and voluntary act and deed of said corporation for the uses and purposes mentioned in said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public

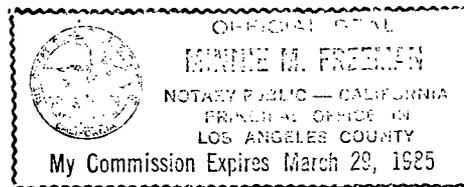
MARK E. MAGEE, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147 of O.R.C.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES)

BEFORE ME, this 2nd day of December, 1982, the Subscriber, a Notary Public in and for said County and State, personally appeared KRISTINA HAIKER known to me to be President of BT TRANSPORT, INC. and APARTMENT HOUSE DECORATIVE CO., INC., the General Partners of BBT, a Nevada Limited Partnership, and for said General Partners and for and on behalf of said Partnership, acknowledged that the signing and execution of the foregoing instrument is her free and voluntary act and deed, their free and voluntary act and deed, as such Partners, and the free and voluntary act and deed of said Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year aforesaid.

Minnie M. Freeman  
Notary Public





REGISTRATION NO. *10035-E* FILED 1982

DEC 15 1982 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

---

AGREEMENT (*Revised*)

DATED AS OF DECEMBER 15, 1981

BETWEEN

BBT, A NEVADA LIMITED PARTNERSHIP

AND

THE PROVIDENT BANK, AN OHIO BANKING CORPORATION

(COVERING 200 GENERAL PURPOSE BOX CARS)

---

Filed and recorded with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. 11303 of the Interstate Commerce Act on \_\_\_\_\_, 1982, at \_\_\_\_\_, Recordation No. \_\_\_\_\_.

## AGREEMENT

THIS AGREEMENT is made and entered into as of the 15th day of December, 1981, by and between The Provident Bank ("Agent"), an Ohio banking corporation, individually and as Agent for any and all owners of the Total Indebtedness, as defined below, past and present, including but not limited to, itself and Great American Life Insurance Company, and BBT ("BBT"), a Nevada limited partnership and debtor in possession under Chapter 11 of Title 11 of the United States Code (the "Federal Bankruptcy Code").

## RECITALS

A. Pursuant to the terms of that certain Conditional Sale Agreement, dated as of December 30, 1978 (the "CSA"), BBT acquired 200 70-ton general purpose railroad rolling stock box cars with manager's road numbers CAGY 21500 through CAGY 21699, inclusive, and related equipment and accessories (collectively the "Equipment") for the Purchase Price stated therein. Immediately following the final closing with respect to the Equipment, BBT was indebted to Agent in the approximate principal amount of Six Million, Three Hundred Thousand Dollars (\$6,300,000), together with interest and certain other costs, charges and expenses, payable as set forth in the CSA (said initial indebt-

edness increased by additions thereto for interest and any reimburseable costs, advances, loans, charges and expenses and reduced by payments made is hereinafter referred to as the "Total Indebtedness"). The Total Indebtedness is secured by the Equipment, the Maintenance Escrow Account referred to in the CSA and by such other collateral as is set forth in the CSA. Agent has confirmed to BBT that the Total Indebtedness is presently owned by Provident and Great American Life Insurance Company.

B. BBT defaulted under the CSA by virtue of having failed to pay to Agent when due all quarterly installments of principal and interest in connection with the Total Indebtedness since October 30, 1980 and the required quarterly payments in respect of the Maintenance Escrow Account referred to in the CSA due since October 30, 1980.

C. On or about November 10, 1980, BBT filed a voluntary petition under Chapter 11 of the Federal Bankruptcy Code in the United States Bankruptcy Court for the District of Nevada, Case No. 80-00815 ("Bankruptcy Court"). Since that time BBT has continued to own and use the Equipment as the Debtor in Possession.

D. In order to provide for a mutually agreeable resolution of their respective rights and obligations to be presented to the Bankruptcy Court, BBT and Agent entered into

an Agreement dated as of November 19, 1981 (the "November Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The November Agreement has been submitted to and approved by the Bankruptcy Court as the resolution of all pending issues between the parties.

E. The November Agreement provides, inter alia, for the cancellation by the Agent of the Total Indebtedness remaining after payment by BBT to Agent of the following amounts:

- (1) On the Closing Date (as defined in the November Agreement), the sum of \$1,262,454.62 representing unpaid interest through December 15, 1981 on the Total Indebtedness;
- (2) On December 15, 1981, the sum of \$26,703.31 as payment of Loan Costs, as defined in the November Agreement, relating to the modification and extension of the Total Indebtedness;
- (3) On December 15, 1981, the sum of \$3,333,342 (net of a credit

of \$25,000 as provided in  
Section 5 of the November  
Agreement) in full satisfaction  
of the Total Indebtedness.

F. This Agreement is executed by the parties pursuant to the November Agreement which requires that, upon payment by BBT to Agent of the foregoing sums, Agent shall deliver to BBT: (1) a receipt acknowledging that the Total Indebtedness has been paid in full; and (2) a cancellation of all rights of Agent and its representatives under or with respect to the CSA (ICC Recordation No. 10035), the related Finance Agreement, Agency Agreement (ICC Recordation No. 10035A), Management Agreement (ICC Recordation No. 10035B) and Agency and Management Agreement Assignment (ICC Recordation No. 10035D), all of even date therewith, and all other documentation to which Agent is a signatory or intended beneficiary with respect to the Equipment Transaction, as defined in the November Agreement (the "Loan Documents").

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth herein and in the November Agreement, the parties hereto agree as follows:

1. Agent hereby acknowledges the receipt from BBT on the Closing Date of the sum of \$1,262,454.62 and the receipt from BBT on December 15, 1981 of the sums of \$26,703.31 and \$3,333,342, as provided in the November Agreement. Agent

further acknowledges that in accordance with the terms of the November Agreement the Total Indebtedness has been paid in full.

2. Agent hereby represents that it has paid over to BBT all funds and other assets which have been held in the Maintenance Escrow Account, as defined in the CSA, or which have been otherwise held as security for the Total Indebtedness.

3. It is understood and agreed that all obligations of BBT to Agent, its principals and its representatives, and all rights of Agent, its principals and its representatives, under or with respect to the Loan Documents are hereby cancelled, including, without limitation, BBT's obligations under the CSA with respect to the Maintenance Escrow Account and all requirements that revenues or other assets of BBT be paid to or through Agent or its designees.

4. Agent hereby expressly acknowledges that all rights and interests assigned by BBT to Agent under that certain Agency and Management Agreement Assignment dated as of December 30, 1978, shall revert to BBT pursuant to Section 11 of such Assignment.

5. Agent hereby fully releases and discharges its security interest in the Equipment and conveys to BBT all of its right, title and interest in and to the Equipment free and clear of any interest arising from or pursuant to the Loan Documents. Agent agrees, at the request of BBT, to execute such additional documents and take such other action as BBT determines to be reasonably necessary to effectuate the intent of this Section 5 and this Agreement.

6. Agent hereby represents that it has full authority to execute this Agreement and all documents contemplated herein on behalf of all owners of the Total Indebtedness and/or any security interest in the Equipment arising from or pursuant to the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 15th day of December, 1981.

Attest:

Walter E. Meyer

THE PROVIDENT BANK,  
An Ohio banking corporation,  
Individually and as Agent

By Philip Rogers EVP  
Its EXECUTIVE VICE PRESIDENT

Attest:

Georgia Hollison

By: BT TRANSPORT, INC.,  
General Partner

By Kristina Haiker  
Kristina Haiker, President

Attest:

Georgia Hollison

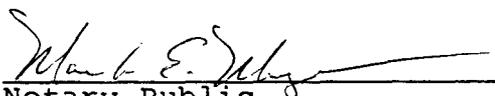
By: APARTMENT HOUSE DECORATIVE  
CO., INC., General Partner

By Kristina Haiker  
Kristina Haiker, President

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

BE IT REMEMBERED, That on the 27<sup>th</sup> day of OCTOBER, 1982, before me, the subscriber, a Notary Public in and for said County and State, personally appeared PHILIP R. MYERS, Ex. V. P. of THE PROVIDENT BANK, the banking corporation whose name is subscribed to and which executed the foregoing instrument, and for himself and as such officer, and for and on behalf of said corporation, acknowledged that he did execute said instrument on behalf of said corporation, and that the signing and execution of said instrument is his free and voluntary act and deed, his free and voluntary act and deed as such officer, and the free and voluntary act and deed of said corporation for the uses and purposes mentioned in said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public

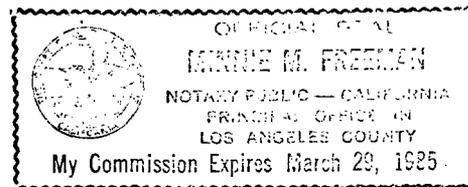
MARK E. MAGEE, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147 of O.R.C.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES)

BEFORE ME, this 2nd day of December, 1982, the Subscriber, a Notary Public in and for said County and State, personally appeared KRISTINA HAIKER known to me to be President of BT TRANSPORT, INC. and APARTMENT HOUSE DECORATIVE CO., INC., the General Partners of BBT, a Nevada Limited Partnership, and for said General Partners and for and on behalf of said Partnership, acknowledged that the signing and execution of the foregoing instrument is her free and voluntary act and deed, their free and voluntary act and deed, as such Partners, and the free and voluntary act and deed of said Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year aforesaid.

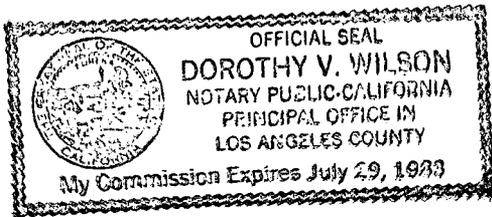
Minnie M. Freeman  
Notary Public



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES)

The undersigned, a Notary Public in and for the said County and State, has examined the original Agreement dated as of December 15, 1981 between BBT, a Nevada limited partnership, and The Provident Bank, an Ohio banking corporation, has compared the attached copy of such Agreement to the original and hereby certifies that the attached copy is a true, accurate and complete copy of the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Notarial Seal on this 10th day of December, 1982.



*Dorothy V. Wilson*  
\_\_\_\_\_  
Notary Public

3

GIBSON, DUNN & CRUTCHER  
LAWYERS

2029 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067  
(213) 552-8500

TELEX: 674264  
CABLE ADDRESS: GIBTRASK CC LSA

JAS. A. GIBSON, 1852-1922  
W. E. DUNN, 1861-1925  
ALBERT CRUTCHER, 1860-1931

EUROPE  
104, AVENUE RAYMOND POINCARÉ  
75116 PARIS, FRANCE  
501-9383

CABLE ADDRESS: GIBTRASK PARIS  
TELEX: 613092 GIBTRAK F

LONDON  
73 SOUTH AUDLEY STREET  
LONDON W1Y 5FF, ENGLAND  
01-499-6010  
CABLE ADDRESS: GIBTRASK LONDON WI  
TELEX: 27731 GIBTRK G

AFFILIATED SAUDI ARABIA OFFICE

REDEC PLAZA  
AIRPORT ROAD  
P. O. BOX 1001  
RIYADH, SAUDI ARABIA  
477-0693  
TELEX: 204078 PANLAW SJ

LOS ANGELES  
515 SOUTH FLOWER STREET  
LOS ANGELES, CALIFORNIA 90071  
(213) 488-7000

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WASHINGTON, D. C. 20006  
(202) 789-8500

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707 SEVENTEENTH STREET  
DENVER, COLORADO 80202  
(303) 592-1010

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NEWPORT BEACH, CALIFORNIA 92660  
(714) 759-3800

SAN DIEGO  
600 B STREET  
SAN DIEGO, CALIFORNIA 92101  
(714) 231-1100

SAN JOSE  
ONE ALMADEN BOULEVARD  
SAN JOSE, CALIFORNIA 95113  
(408) 998 2000

WRITER'S DIRECT DIAL NUMBER

(213) 557-8041

CERTIFIED MAIL

Interstate Commerce Commission  
Twelfth Street and Constitution  
Avenue, N.W.  
Washington, DC 20423

ATTN: Mildred Lee, Room 2303

Re: Release by The Provident Bank  
of Interests in that certain  
Management Agreement dated as of  
December 30, 1978 and filed with  
the Interstate Commerce Commission  
on January 19, 1979 (ICG Recordation  
No. 10035B)

Dear Ms. Lee:

Enclosed herewith are two notarized copies of an  
Agreement dated as of December 15, 1981 by and between The  
Provident Bank and BBT providing for the release of The Provident  
Bank's interest in the above-referenced Management Agreement.

Please record this Agreement as a release and return  
to me a copy stamped to show the date of recordation and the  
recordation number. I have enclosed a check in the amount of  
\$10 in payment of the applicable recordation fee.

DEC 15 1982-2 15 PM

December 9, 1982

INTERSTATE COMMERCE COMMISSION

8-949A111

No.

Date

Fee

DEC 15 1982

10.00

OUR FILE NUMBER

G 3633-9-29-4-3

RECEIVED  
DEC 15 2 09 PM '82  
I.C.C.  
FEE OPERATION BT

Interstate Commerce Commission  
December 9, 1982  
Page Two

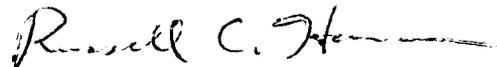
The addresses of the parties are as follows:

BBT, a Nevada Limited Partnership  
One East First Street, Suite 1203  
Reno, NV 89501

The Provident Bank  
One East Fourth Street  
Cincinnati, OH 45202

Please call me if you require any additional documents  
or information in order to record the foregoing release.

Sincerely,



Russell C. Hansen

RCH/cb  
Enclosures

cc: Robert D. Burch, Esq.

REGISTRATION NO. 10035 F  
FILED 1982

DEC 15 1982 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

---

AGREEMENT *(released)*

DATED AS OF DECEMBER 15, 1981

BETWEEN

BBT, A NEVADA LIMITED PARTNERSHIP

AND

THE PROVIDENT BANK, AN OHIO BANKING CORPORATION

(COVERING 200 GENERAL PURPOSE BOX CARS)

---

Filed and recorded with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. 11303 of the Interstate Commerce Act on \_\_\_\_\_, 1982, at \_\_\_\_\_, Recordation No. \_\_\_\_\_.

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## RECITALS

A. Pursuant to the terms of that certain Conditional Sale Agreement, dated as of December 30, 1978 (the "CSA"), BBT acquired 200 70-ton general purpose railroad rolling stock box cars with manager's road numbers CAGY 21500 through CAGY 21699, inclusive, and related equipment and accessories (collectively the "Equipment") for the Purchase Price stated therein. Immediately following the final closing with respect to the Equipment, BBT was indebted to Agent in the approximate principal amount of Six Million, Three Hundred Thousand Dollars (\$6,300,000), together with interest and certain other costs, charges and expenses, payable as set forth in the CSA (said initial indebt-

edness increased by additions thereto for interest and any reimburseable costs, advances, loans, charges and expenses and reduced by payments made is hereinafter referred to as the "Total Indebtedness"). The Total Indebtedness is secured by the Equipment, the Maintenance Escrow Account referred to in the CSA and by such other collateral as is set forth in the CSA. Agent has confirmed to BBT that the Total Indebtedness is presently owned by Provident and Great American Life Insurance Company.

B. BBT defaulted under the CSA by virtue of having failed to pay to Agent when due all quarterly installments of principal and interest in connection with the Total Indebtedness since October 30, 1980 and the required quarterly payments in respect of the Maintenance Escrow Account referred to in the CSA due since October 30, 1980.

C. On or about November 10, 1980, BBT filed a voluntary petition under Chapter 11 of the Federal Bankruptcy Code in the United States Bankruptcy Court for the District of Nevada, Case No. 80-00815 ("Bankruptcy Court"). Since that time BBT has continued to own and use the Equipment as the Debtor in Possession.

D. In order to provide for a mutually agreeable resolution of their respective rights and obligations to be presented to the Bankruptcy Court, BBT and Agent entered into

an Agreement dated as of November 19, 1981 (the "November Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The November Agreement has been submitted to and approved by the Bankruptcy Court as the resolution of all pending issues between the parties.

E. The November Agreement provides, inter alia, for the cancellation by the Agent of the Total Indebtedness remaining after payment by BBT to Agent of the following amounts:

- (1) On the Closing Date (as defined in the November Agreement), the sum of \$1,262,454.62 representing unpaid interest through December 15, 1981 on the Total Indebtedness;
- (2) On December 15, 1981, the sum of \$26,703.31 as payment of Loan Costs, as defined in the November Agreement, relating to the modification and extension of the Total Indebtedness;
- (3) On December 15, 1981, the sum of \$3,333,342 (net of a credit

of \$25,000 as provided in  
Section 5 of the November  
Agreement) in full satisfaction  
of the Total Indebtedness.

F. This Agreement is executed by the parties pursuant to the November Agreement which requires that, upon payment by BBT to Agent of the foregoing sums, Agent shall deliver to BBT: (1) a receipt acknowledging that the Total Indebtedness has been paid in full; and (2) a cancellation of all rights of Agent and its representatives under or with respect to the CSA (ICC Recordation No. 10035), the related Finance Agreement, Agency Agreement (ICC Recordation No. 10035A), Management Agreement (ICC Recordation No. 10035B) and Agency and Management Agreement Assignment (ICC Recordation No. 10035D), all of even date therewith, and all other documentation to which Agent is a signatory or intended beneficiary with respect to the Equipment Transaction, as defined in the November Agreement (the "Loan Documents").

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth herein and in the November Agreement, the parties hereto agree as follows:

1. Agent hereby acknowledges the receipt from BBT on the Closing Date of the sum of \$1,262,454.62 and the receipt from BBT on December 15, 1981 of the sums of \$26,703.31 and \$3,333,342, as provided in the November Agreement. Agent

further acknowledges that in accordance with the terms of the November Agreement the Total Indebtedness has been paid in full.

2. Agent hereby represents that it has paid over to BBT all funds and other assets which have been held in the Maintenance Escrow Account, as defined in the CSA, or which have been otherwise held as security for the Total Indebtedness.

3. It is understood and agreed that all obligations of BBT to Agent, its principals and its representatives, and all rights of Agent, its principals and its representatives, under or with respect to the Loan Documents are hereby cancelled, including, without limitation, BBT's obligations under the CSA with respect to the Maintenance Escrow Account and all requirements that revenues or other assets of BBT be paid to or through Agent or its designees.

4. Agent hereby expressly acknowledges that all rights and interests assigned by BBT to Agent under that certain Agency and Management Agreement Assignment dated as of December 30, 1978, shall revert to BBT pursuant to Section 11 of such Assignment.

5. Agent hereby fully releases and discharges its security interest in the Equipment and conveys to BBT all of its right, title and interest in and to the Equipment free and clear of any interest arising from or pursuant to the Loan Documents. Agent agrees, at the request of BBT, to execute such additional documents and take such other action as BBT determines to be reasonably necessary to effectuate the intent of this Section 5 and this Agreement.

6. Agent hereby represents that it has full authority to execute this Agreement and all documents contemplated herein on behalf of all owners of the Total Indebtedness and/or any security interest in the Equipment arising from or pursuant to the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 15th day of December, 1981.

Attest:

Walter E. Meyer

THE PROVIDENT BANK,  
An Ohio banking corporation,  
Individually and as Agent

By Philip R. Burns EVP  
Its EXECUTIVE VICE PRESIDENT

Attest:

Georgia Hollison

By: BT TRANSPORT, INC.,  
General Partner

By Kristina Haiker  
Kristina Haiker, President

Attest:

Georgia Hollison

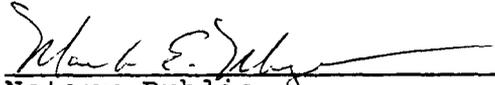
By: APARTMENT HOUSE DECORATIVE  
CO., INC., General Partner

By Kristina Haiker  
Kristina Haiker, President

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

BE IT REMEMBERED, That on the 27<sup>th</sup> day of  
OCTOBER, 1982, before me, the subscriber, a Notary  
Public in and for said County and State, personally appeared  
PHILIP R. MYERS, Ex. V. P. of THE PROVIDENT  
BANK, the banking corporation whose name is subscribed to and  
which executed the foregoing instrument, and for himself and  
as such officer, and for and on behalf of said corporation,  
acknowledged that he did execute said instrument on behalf of  
said corporation, and that the signing and execution of said  
instrument is his free and voluntary act and deed, his free  
and voluntary act and deed as such officer, and the free and  
voluntary act and deed of said corporation for the uses and  
purposes mentioned in said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my Notarial Seal on the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public

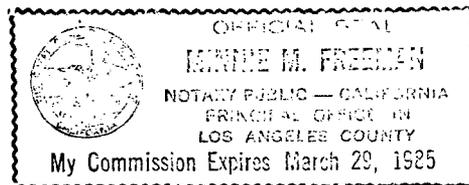
MARK E. MASEE, Attorney at Law  
NOTARY PUBLIC STATE OF OHIO  
My Commission has no expiration  
date. Section 147 of O.R.C.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES)

BEFORE ME, this 2nd day of December, 1982, the Subscriber, a Notary Public in and for said County and State, personally appeared KRISTINA HAIKER known to me to be President of BT TRANSPORT, INC. and APARTMENT HOUSE DECORATIVE CO., INC., the General Partners of BBT, a Nevada Limited Partnership, and for said General Partners and for and on behalf of said Partnership, acknowledged that the signing and execution of the foregoing instrument is her free and voluntary act and deed, their free and voluntary act and deed, as such Partners, and the free and voluntary act and deed of said Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year aforesaid.

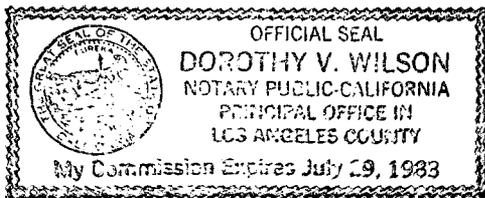
Minnie M. Freeman  
Notary Public



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES)

The undersigned, a Notary Public in and for the said County and State, has examined the original Agreement dated as of December 15, 1981 between BBT, a Nevada limited partnership, and The Provident Bank, an Ohio banking corporation, has compared the attached copy of such Agreement to the original and hereby certifies that the attached copy is a true, accurate and complete copy of the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Notarial Seal on this 10th day of December, 1982.



*Dorothy V. Wilson*  
\_\_\_\_\_  
Notary Public

U

GIBSON, DUNN & CRUTCHER  
LAWYERS

2029 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067

(213) 552-8500

TELEX: 674264

CABLE ADDRESS: GIBTRASK CC LSA

REC'D 10035A  
RECORDATION NO. 10035A  
Filed 1425

December 9, 1982

DEC 15 1982 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

8-049A111

JAS. A. GIBSON, 1852-1922  
W. E. DUNN, 1861-1925  
ALBERT CRUTCHER, 1860-1931

EUROPE

104, AVENUE RAYMOND POINCARÉ  
75116 PARIS, FRANCE  
501-9383

CABLE ADDRESS: GIBTRASK PARIS  
TELEX: 613092 GIBTRAK F

LONDON

73 SOUTH AUDLEY STREET  
LONDON W1Y 5FF, ENGLAND  
01-499-6010

CABLE ADDRESS: GIBTRASK LONDON W1  
TELEX: 27731 GIBTRK G

AFFILIATED SAUDI ARABIA OFFICE

REDEC PLAZA  
AIRPORT ROAD  
P. O. BOX 1001

RIYADH, SAUDI ARABIA  
477-0693  
TELEX: 204078 PANLAW SJ

OUR FILE NUMBER

LOS ANGELES  
515 SOUTH FLOWER STREET  
LOS ANGELES, CALIFORNIA 90071  
(213) 488-7000

WASHINGTON  
1776 G STREET, N.W.  
WASHINGTON, D. C. 20006  
(202) 789-8500

DENVER  
707 SEVENTEENTH STREET  
DENVER, COLORADO 80202  
(303) 592-1010

NEWPORT CENTER  
800 NEWPORT CENTER DRIVE  
NEWPORT BEACH, CALIFORNIA 92660  
(714) 759-3800

SAN DIEGO  
600 B STREET  
SAN DIEGO, CALIFORNIA 92101  
(714) 231-1100

SAN JOSE  
ONE ALMADEN BOULEVARD  
SAN JOSE, CALIFORNIA 95113  
(408) 998-2000

WRITER'S DIRECT DIAL NUMBER

(213) 557-8041

CERTIFIED MAIL

Interstate Commerce Commission  
Twelfth Street and Constitution  
Avenue, N.W.  
Washington, DC 20423

ATTN: Mildred Lee, Room 2303

Re: Release by The Provident Bank  
of Interests in that certain  
Agency Agreement dated as of  
December 30, 1978 and filed with  
the Interstate Commerce Commission  
on January 19, 1979 (ICG Recordation  
No. 10035A)

Dear Ms. Lee:

Enclosed herewith are two notarized copies of an  
Agreement dated as of December 15, 1981 by and between The  
Provident Bank and BBT providing for the release of The Provident  
Bank's interest in the above-referenced Agency Agreement.

Please record this Agreement as a release and return  
to me a copy stamped to show the date of recordation and the  
recordation number. I have enclosed a check in the amount  
\$10 in payment of the applicable recordation fee.

No. DEC 15 1982 G 3633-9-29-4-3  
Date .....  
Fee \$ 10.00  
ICC Washington, D. C.

RECEIVED  
DEC 15 2 09 PM '82  
I.C.C.  
OPERATION BR.

Interstate Commerce Commission  
December 9, 1982  
Page Two

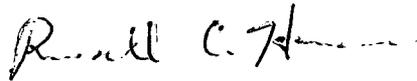
The addresses of the parties are as follows:

BBT, a Nevada Limited Partnership  
One East First Street, Suite 1203  
Reno, NV 89501

The Provident Bank  
One East Fourth Street  
Cincinnati, OH 45202

Please call me if you require any additional documents  
or information in order to record the foregoing release.

Sincerely,

  
Russell C. Hansen

RCH/cb  
Enclosures

cc: Robert D. Burch, Esq.

REGISTRATION NO. 10035-B FILED 1982

(4)

DEC 15 1982 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT

DATED AS OF DECEMBER 15, 1981

BETWEEN

BBT, A NEVADA LIMITED PARTNERSHIP

AND

THE PROVIDENT BANK, AN OHIO BANKING CORPORATION

(COVERING 200 GENERAL PURPOSE BOX CARS)

Filed and recorded with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. 11303 of the Interstate Commerce Act on \_\_\_\_\_, 1982, at \_\_\_\_\_, Recordation No. \_\_\_\_\_.

## AGREEMENT

THIS AGREEMENT is made and entered into as of the 15th day of December, 1981, by and between The Provident Bank ("Agent"), an Ohio banking corporation, individually and as Agent for any and all owners of the Total Indebtedness, as defined below, past and present, including but not limited to, itself and Great American Life Insurance Company, and BBT ("BBT"), a Nevada limited partnership and debtor in possession under Chapter 11 of Title 11 of the United States Code (the "Federal Bankruptcy Code").

## RECITALS

A. Pursuant to the terms of that certain Conditional Sale Agreement, dated as of December 30, 1978 (the "CSA"), BBT acquired 200 70-ton general purpose railroad rolling stock box cars with manager's road numbers CAGY 21500 through CAGY 21699, inclusive, and related equipment and accessories (collectively the "Equipment") for the Purchase Price stated therein. Immediately following the final closing with respect to the Equipment, BBT was indebted to Agent in the approximate principal amount of Six Million, Three Hundred Thousand Dollars (\$6,300,000), together with interest and certain other costs, charges and expenses, payable as set forth in the CSA (said initial indebt-

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B. BBT defaulted under the CSA by virtue of having failed to pay to Agent when due all quarterly installments of principal and interest in connection with the Total Indebtedness since October 30, 1980 and the required quarterly payments in respect of the Maintenance Escrow Account referred to in the CSA due since October 30, 1980.

C. On or about November 10, 1980, BBT filed a voluntary petition under Chapter 11 of the Federal Bankruptcy Code in the United States Bankruptcy Court for the District of Nevada, Case No. 80-00815 ("Bankruptcy Court"). Since that time BBT has continued to own and use the Equipment as the Debtor in Possession.

D. In order to provide for a mutually agreeable resolution of their respective rights and obligations to be presented to the Bankruptcy Court, BBT and Agent entered into

an Agreement dated as of November 19, 1981 (the "November Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The November Agreement has been submitted to and approved by the Bankruptcy Court as the resolution of all pending issues between the parties.

E. The November Agreement provides, inter alia, for the cancellation by the Agent of the Total Indebtedness remaining after payment by BBT to Agent of the following amounts:

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of \$25,000 as provided in  
Section 5 of the November  
Agreement) in full satisfaction  
of the Total Indebtedness.

F. This Agreement is executed by the parties pursuant to the November Agreement which requires that, upon payment by BBT to Agent of the foregoing sums, Agent shall deliver to BBT: (1) a receipt acknowledging that the Total Indebtedness has been paid in full; and (2) a cancellation of all rights of Agent and its representatives under or with respect to the CSA (ICC Recordation No. 10035), the related Finance Agreement, Agency Agreement (ICC Recordation No. 10035A), Management Agreement (ICC Recordation No. 10035B) and Agency and Management Agreement Assignment (ICC Recordation No. 10035D), all of even date therewith, and all other documentation to which Agent is a signatory or intended beneficiary with respect to the Equipment Transaction, as defined in the November Agreement (the "Loan Documents").

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth herein and in the November Agreement, the parties hereto agree as follows:

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3. It is understood and agreed that all obligations of BBT to Agent, its principals and its representatives, and all rights of Agent, its principals and its representatives, under or with respect to the Loan Documents are hereby cancelled, including, without limitation, BBT's obligations under the CSA with respect to the Maintenance Escrow Account and all requirements that revenues or other assets of BBT be paid to or through Agent or its designees.

4. Agent hereby expressly acknowledges that all rights and interests assigned by BBT to Agent under that certain Agency and Management Agreement Assignment dated as of December 30, 1978, shall revert to BBT pursuant to Section 11 of such Assignment.

5. Agent hereby fully releases and discharges its security interest in the Equipment and conveys to BBT all of its right, title and interest in and to the Equipment free and clear of any interest arising from or pursuant to the Loan Documents. Agent agrees, at the request of BBT, to execute such additional documents and take such other action as BBT determines to be reasonably necessary to effectuate the intent of this Section 5 and this Agreement.

6. Agent hereby represents that it has full authority to execute this Agreement and all documents contemplated herein on behalf of all owners of the Total Indebtedness and/or any security interest in the Equipment arising from or pursuant to the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 15th day of December, 1981.

Attest:

Walt E. Wray

THE PROVIDENT BANK,  
An Ohio banking corporation,  
Individually and as Agent

By Philip Rogers EVP  
Its EXECUTIVE VICE PRESIDENT

Attest:

Georgia Hollison

By: BT TRANSPORT, INC.,  
General Partner

By Kristina Haiker  
Kristina Haiker, President

Attest:

Georgia Hollison

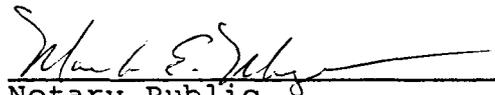
By: APARTMENT HOUSE DECORATIVE  
CO., INC., General Partner

By Kristina Haiker  
Kristina Haiker, President

STATE OF OHIO                    )  
                                          ) ss.  
COUNTY OF HAMILTON         )

BE IT REMEMBERED, That on the 27<sup>th</sup> day of OCTOBER, 1982, before me, the subscriber, a Notary Public in and for said County and State, personally appeared PHILIP R. MYERS, Ex. V. P. of THE PROVIDENT BANK, the banking corporation whose name is subscribed to and which executed the foregoing instrument, and for himself and as such officer, and for and on behalf of said corporation, acknowledged that he did execute said instrument on behalf of said corporation, and that the signing and execution of said instrument is his free and voluntary act and deed, his free and voluntary act and deed as such officer, and the free and voluntary act and deed of said corporation for the uses and purposes mentioned in said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public

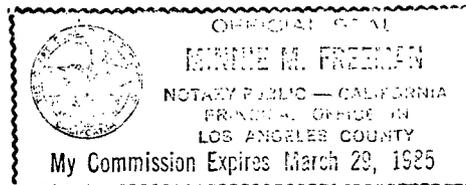
MARK E. MAGEE, Attorney at Law  
NOTARY PUBLIC STATE OF OHIO  
My Commission has no expiration  
date. Section 147 of O.B.C.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES)

BEFORE ME, this 2nd day of December, 1982, the Subscriber, a Notary Public in and for said County and State, personally appeared KRISTINA HAIKER known to me to be President of BT TRANSPORT, INC. and APARTMENT HOUSE DECORATIVE CO., INC., the General Partners of BBT, a Nevada Limited Partnership, and for said General Partners and for and on behalf of said Partnership, acknowledged that the signing and execution of the foregoing instrument is her free and voluntary act and deed, their free and voluntary act and deed, as such Partners, and the free and voluntary act and deed of said Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year aforesaid.

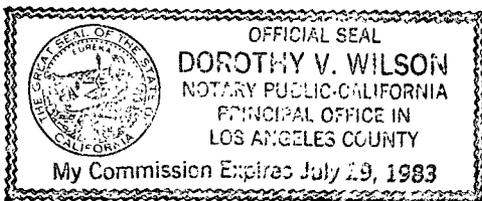
Minnie M. Freeman  
Notary Public



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES)

The undersigned, a Notary Public in and for the said County and State, has examined the original Agreement dated as of December 15, 1981 between BBT, a Nevada limited partnership, and The Provident Bank, an Ohio banking corporation, has compared the attached copy of such Agreement to the original and hereby certifies that the attached copy is a true, accurate and complete copy of the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Notarial Seal on this 10th day of December, 1982.



*Dorothy V. Wilson*  
\_\_\_\_\_  
Notary Public