

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

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June 17, 1991

8066-E  
RECORDATION NO. FILED 1428

JUN 17 1991 -9 35 AM

INTERSTATE COMMERCE COMMISSION

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are an original and one counterpart of Instrument of Satisfaction and Release, a secondary document, dated as of November 1, 1990, by and among Mercantile-Safe Deposit and Trust Company, as Agent ("Agent"), and United States Trust Company of New York, as Trustee ("Trustee") under a Trust Agreement dated as of September 1, 1975 with General Electric Capital Corporation (formerly known as General Electric Credit Corporation), with respect to a lease involving The Atchison, Topeka and Santa Fe Railway Company, the successor in interest to American Rail Box Car Company as Lessee ("Lessee"), relating to that certain Assignment of Lease and Agreement between Trustee and Agent, dated as of May 1, 1983, recorded under Recordation No. 8066-D.

It is my understanding that the recordation number to be assigned to this new document as described in the preceding paragraph will be: 8066-E.

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

AGENT: Mercantile-Safe Deposit and Trust Company  
Post Office Box 2258  
Two Hopkins Plaza  
Baltimore, Maryland 21203

*Tom. Mue*  
*C. Cleary*

TRUSTEE: United States Trust Company of New York  
114 West 47th Street  
New York, New York 10036

The undersigned is the attorney-in-fact for purposes of this filing. Please return the original of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or the bearer hereof.

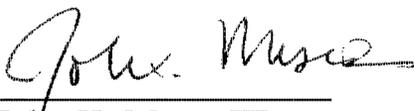
Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

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

SECONDARY DOCUMENT

Instrument of Satisfaction and Release, dated as of November 1, 1990, by and among Mercantile-Safe Deposit and Trust Company, as Agent, and United States Trust Company of New York, as Trustee, relating to that certain Assignment of Lease and Agreement between Trustee and Agent, dated as of May 1, 1983, recorded under Recordation No. 8066-D.

Respectfully submitted,

By   
\_\_\_\_\_  
John K. Maser III  
Attorney-In-Fact

8066-F  
JUN 17 1991 -9 25 AM  
INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of November 1, 1990 by and among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Trustee") under a Trust Agreement dated as of September 1, 1975, with General Electric Capital Corporation (formerly known as General Electric Credit Corporation), and the ATCHISON TOPEKA AND SANTA FE COMPANY, the successor in interest to American Rail Box Car Company, as Lessee (the "Lessee").

WITNESSETH:

WHEREAS, ACF INDUSTRIES, INCORPORATED, the Trustee and the Lessee, hereto entered into a Conditional Sale Agreement (the ACF INDUSTRIES Conditional Sale Agreement") dated as of September 1, 1975;

WHEREAS, the ACF INDUSTRIES Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on October 3, 1975, and assigned Recordation No. 8068;

WHEREAS, ACF INDUSTRIES, INCORPORATED and the Agent entered into an Agreement and Assignment (the "ACF INDUSTRIES Assignment"), dated as of September 1, 1975;

WHEREAS, ACF INDUSTRIES, INCORPORATED Assignment was filed and recorded with the Interstate Commerce Commission on October 3, 1975, and assigned Recordation No. 8068-A;

WHEREAS, FMC CORPORATION, the Trustee and the Lessee hereto entered into a Conditional Sale Agreement (the FMC CORPORATION Conditional Sale Agreement") dated as of September 1, 1975;

WHEREAS, the FMC CORPORATION Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on October 3, 1975, and assigned Recordation No. 8069;

WHEREAS, FMC CORPORATION and the Agent entered into an Agreement and Assignment (the "FMC Assignment"), dated as of September 1, 1975;

WHEREAS, the FMC CORPORATION Assignment was filed and recorded with the Interstate Commerce Commission on October 3, 1975, and assigned Recordation No. 8069-A;

WHEREAS, PULLMAN, INCORPORATED (PULLMAN-STANDARD DIVISION) ("PULLMAN"), the Trustee and the Lessee hereto entered into a Conditional Sale Agreement (the "PULLMAN Conditional Sale Agreement") dated as of September 1, 1975;

WHEREAS, the PULLMAN Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on September 29, 1975, and assigned Recordation No. 8065;

WHEREAS, PULLMAN and the Agent entered into an Agreement and Assignment (the "PULLMAN Assignment"), dated as of September 1, 1975;

WHEREAS, the PULLMAN Assignment was filed and recorded with the Interstate Commerce Commission on September 29, 1975, and assigned Recordation No. 8065-A;

WHEREAS, the Trustee and the Lessee entered into a Lease of Railroad Equipment (the "Lease"), dated as of September 1, 1975, covering the equipment described in Schedule A thereto;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on September 29, 1975, and assigned Recordation No. 8066;

WHEREAS, the Trustee and the Agent entered into an Assignment of Lease and Agreement (the "Lease Assignment"), dated as of May 1, 1983, with respect to the Lease;

WHEREAS, the Lease Assignment was filed and recorded with the Interstate Commerce Commission on July 26, 1983, and assigned Recordation No. 8066-D;

WHEREAS, the parties hereto desire to execute this Instrument to evidence for public records the satisfaction and release of the rights and obligations of the parties under the ACF INDUSTRIES, INCORPORATED Conditional Sale Agreement, the FMC CORPORATION Conditional Sale Agreement, and the PULLMAN Conditional Sale Agreement, the ACF INDUSTRIES Assignment, the FMC CORPORATION Assignment, and the PULLMAN Assignment, and the Lease Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do hereby acknowledge the satisfaction and release of all the covenants, obligations, liens, and warranties of the ACF INDUSTRIES Conditional Sale Agreement, the FMC CORPORATION Conditional Sale Agreement, the PULLMAN Conditional Sale Agreement, the ACF INDUSTRIES Assignment, the FMC CORPORATION Assignment, the PULLMAN Assignment, and the Lease Assignment;

The Trustee 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.

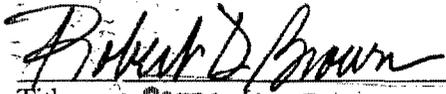
This Instrument shall be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent, the Trustee, and the Lessee 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 duly authorized officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent

By:   
Vice President

ATTEST:

  
Title: Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee

By: \_\_\_\_\_  
Assistant Vice President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

STATE OF MARYLAND )  
COUNTY OF BALTIMORE CITY )

On this 25TH day of JANUARY, 1991, before me personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says that (s)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 trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

MY COMMISSION EXPIRES OCTOBER 22, 1994

Michael G. Ruppel  
Notary Public  
Michael G. Ruppel

STATE OF )  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that (s)he is an Assistant Vice President of the United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its By-Laws, and (s)he acknowledges that the execution of the foregoing instrument was the free act and deed of said trust company.

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

IN WITNESS WHEREOF, the Agent, the Trustee, and the Lessee 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 duly authorized officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent

ATTEST:

By: \_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title:

UNITED STATES TRUST COMPANY  
OF NEW YORK, as Trustee

ATTEST:

By:  \_\_\_\_\_  
Assistant Vice President

  
\_\_\_\_\_  
Assistant Secretary

STATE OF )  
 )  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that (s)he is a \_\_\_\_\_ of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

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

STATE OF *New York* )  
 )  
COUNTY OF *Nassau* )

On this *28th* day of *January*, 1991, before me personally appeared *Louis P. Young*, to me personally known, who, being by me duly sworn, says that (s)he is an Assistant Vice President of the United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its By-Laws, and (s)he acknowledges that the execution of the foregoing instrument was the free act and deed of said trust company.

*Thomas McCutcheon*  
\_\_\_\_\_  
Notary Public

THOMAS McCUTCHEON  
NOTARY PUBLIC, State of New York  
No. 003303  
Qualified in Nassau County  
Commission Expires April 16, 1992