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202 347-7170

17413-A

SEP 25 1992

INTERSTATE COMMERCE COMMISSION

September 24, 1992

2-269A007

Recordations Unit
Room 2303
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, DC 20423

Re: Galveston Railroad, L.P.

Dear Ms. Lee:

Enclosed for recordation in the captioned file are an original and one copy of the "Release and Termination Agreement" by and between the First Alabama Bank-Dothan ("Bank") and the Galveston Railroad, L.P. ("GRLP"), whereby the Bank's security interest in the rolling stock and other property of the GRLP, as set forth in the "Security Agreement, Goods and Equipment" between the Bank and GRLP dated July 2, 1991 (which is also recorded in the captioned file), is **TERMINATED AND RELEASED**, all as more fully set forth therein.

Also enclosed is a check for $15.00 to cover the filing fee for this recordation.

Thank you for your attention to this matter.

Sincerely,

Donald G. Avery

Donald G. Avery

Encl.

cc: Dow Huskey, Esq.
Kathy Wellman, Esq.

Counterparts — [illegible]

Interstate Commerce Commission

Washington, D.C. 20423 9/25/92

OFFICE OF THE SECRETARY

Donald G. Avery
Slover & Loftus
1224 Seventeenth St., NW
Washington, DC 20036

Dear Sirs:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 9/25/92 at 10:10AM, and assigned recordation number(s). 17413-A, 17414-A, 17415-B, 17416-C and 17417-B. 17944, 17944-A, 17944-B, 17944-C

Sincerely yours,

Sidney L. Strickland, Jr.

Sidney L. Strickland, Jr.
Secretary

17413-A

RELEASE AND TERMINATION AGREEMENT

THIS RELEASE AND TERMINATION AGREEMENT ("Agreement") is made and entered into as of the 30th day of June, 1992, by and between First Alabama Bank-Dothan, as the Secured Party (hereinafter the "Bank"), and Galveston Railroad, L.P. (hereinafter "Company").

RECITALS

A. Pursuant to a certain Security Agreement, Goods and Equipment dated as of July 2, 1991 (hereinafter the "Security Agreement"), entered into by and between the Bank and Company, establishing security interests in various locomotives and railcars (hereinafter the "Railroad Cars"), as more particularly described in Exhibit "B" to the Security Agreement, which Security Agreement was duly recorded on July 3, 1991 with the Interstate Commerce Commission (hereinafter "ICC"), under 49 U.S.C. §11303 and assigned ICC Recordation No. 17413

B. It is the desire of the parties 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 parties hereby agree as follows:

1. <u>Definitions</u>. 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 Bank hereby acknowledges receipt of payment in full of all secured obligations. The Bank further acknowledges termination of the Commitments and Notes of the Bank under the Term Loan Agreement.

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

4. Release of Liens. The Bank and any of its affiliates, subsidiaries, officers, employees, and agents, does hereby release and terminate any and all liens and security interests of every kind and nature arising directly or indirectly under the Security Agreement, including without limitation, all liens and security interests in and to the Goods which are subject to the Security Agreement.

5. Termination Statements. The Bank hereby agrees to execute and deliver to the Company Form UCC-3 Termination Statements relating to all such liens and security interests described in Paragraph 4 above, and to execute and deliver to the Company such other documents as the Company reasonably deems appropriate to effectuate the terms and provisions of this Agreement.

6. No Prior Assignment or Conveyance. The Bank 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, the Bank shall 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. At the request of the Company, the Bank shall provide copies or other evidence of such filing and recordation.

IN WITNESS WHEREOF, the Bank and the Company have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

FIRST ALABAMA BANK-DOTHAN

By: Thomas F. Roney
Title: EVP

"Bank"

GALVESTON RAILROAD, L.P.
By Rail Management and Consulting Corporation, General Partner

By: K Durden
K. Earl Durden, Its President

"Company"

ACKNOWLEDGEMENT

STATE OF ALABAMA)
) SS:
COUNTY OF HOUSTON)

On this 30th day of June, 1992, before me, personally appeared Thomas F. Roney, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

[SEAL]

Helen B. Collins
Notary Public

My Commission Expires:
3-2-93

ACKNOWLEDGEMENT

STATE OF ALABAMA)
) SS:
COUNTY OF HOUSTON)

On this 30th day of June, 1992, before me, personally appeared K. Earl Durden, whose name as President of KWT Railway, Inc., to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

[SEAL]

Linda Gray
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES SEPT. 14, 1992

This instrument prepared by:

Dow T. Huskey
Attorney at Law
P. O. Box 1501
Dothan, Alabama 36302

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regulations promulgated thereunder. At the request of the Company, the Bank shall provide copies or other evidence of such filing and recordation.

IN WITNESS WHEREOF, the Bank and the Company have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

FIRST ALABAMA BANK-DOTHAN

By: _____
Title: EVP

"Bank"

GALVESTON RAILROAD, L.P.
By Rail Management and Consulting Corporation, General Partner

By: _____
K. Earl Durden, Its President

"Company"

ACKNOWLEDGEMENT

STATE OF ALABAMA)
) SS:
COUNTY OF HOUSTON)

On this 30th day of June, 1992, before me, personally appeared Thomas F. Roney, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

[SEAL]

Helen B. Collins
Notary Public

My Commission Expires:
3-2-93

ACKNOWLEDGEMENT

STATE OF ALABAMA)
) SS:
COUNTY OF HOUSTON)

On this 30th day of June, 1992, before me, personally appeared K. Earl Durden, whose name as President of KWT Railway, Inc., to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

[SEAL]

Linda Gray
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES SEPT. 14, 1992

This instrument prepared by:

Dow T. Huskey
Attorney at Law
P. O. Box 1501
Dothan, Alabama 36302