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14057-B

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INTERSTATE COMMERCE COMMISSION

April 2, 1991

1-092A037

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 two counterparts of Instrument of Satisfaction and Release, a secondary document, dated as of March 1, 1991, 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 August 1, 1975 with General Electric Capital Corporation (formerly known as General Electric Credit Corporation), with respect to a lease involving Norfolk and Western Railway Company, as Guarantor and Lessee ("Lessee"), relating to that certain Assignment of Lease and Agreement between Trustee and Agent, dated as of March 1, 1983, recorded under Recordation No. 14057-A.

It is my understanding that the recordation number to be assigned to this new document as described in the preceding paragraph will be: 14057-B.

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

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.

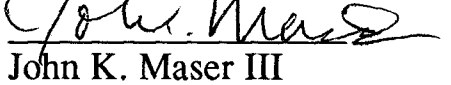
Also enclosed is a remittance in the amount of $15.00 for the required recording fee.

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

SECONDARY DOCUMENT

Instrument of Satisfaction and Release, dated as of March 1, 1991, by and between 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 August 1, 1983, recorded under Recordation No. 14057-A.

Respectfully submitted,

By 
John K. Maser III
Attorney-In-Fact

286-6

INSTRUMENT OF SATISFACTION AND RELEASE dated as of March 1, 1991, by and among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), and UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Trustee") under a Trust Agreement dated as of August 1, 1975, with General Electric Capital Corporation (formerly known as General Electric Credit Corporation), with respect to a lease involving NORFOLK AND WESTERN RAILWAY COMPANY, as Guarantor and Lessee (the "Lessee").

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WITNESSETH:

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

WHEREAS, the FMC CORPORATION Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission ("ICC") on September 8, 1975, and assigned Recordation No. 8041;

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

WHEREAS, the FMC CORPORATION Assignment was filed and recorded with the ICC on September 8, 1975, and assigned Recordation No. 8041-A;

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

WHEREAS, the PULLMAN Conditional Sale Agreement was filed and recorded with the ICC on August 7, 1975, and assigned Recordation No. 8021;

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

WHEREAS, the PULLMAN Assignment was filed and recorded with the ICC on September 8, 1975, and assigned Recordation No. 8021-B;

WHEREAS, the Trustee and American Railbox Car Company ("Railbox") entered into a Lease of Railroad Equipment (the "Old Lease"), dated as of August 1, 1975, covering the equipment described in Schedule A thereto;

WHEREAS, the Old Lease was filed and recorded with the ICC on August 7, 1975, and assigned Recordation No. 8021-A;

WHEREAS, Railbox failed to make certain payments due under the Old Lease and assigned its interests thereunder to the Lessee, as Guarantor, whereupon the Lessee and the Trustee entered into a new Lease of Railroad Equipment dated as of March 1, 1983 (the "New Lease"), and the New Lease was filed and recorded with the ICC on June 16, 1983, and assigned Recordation No. 14057;

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

WHEREAS, the Lease Assignment was filed and recorded with the ICC on June 16, 1983, and assigned Recordation No. 14057-A;

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 FMC CORPORATION Conditional Sale Agreement and the PULLMAN Conditional Sale Agreement,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 each of the parties under of the FMC CORPORATION Conditional Sale Agreement, the PULLMAN Conditional Sale Agreement, 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 and the Trustee 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

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 each of the parties under of the FMC CORPORATION Conditional Sale Agreement, the PULLMAN Conditional Sale Agreement, 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 and the Trustee 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: Christopher C. Collins
Assistant Vice President

Kenneth M. Moehringer
Assistant Secretary

STATE OF MARYLAND)
)
COUNTY OF HARFORD)

On this 15TH day of MARCH, 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.

Michael G. Ruppel
Notary Public Michael G. Ruppel

MY COMMISSION EXPIRES OCTOBER 22, 1994

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

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 New York)

On this 18th day of March, 1991, before me personally appeared Christine C. Collins, 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. 4900095
Qualified in Nassau County
Commission Expires April 16, 1992