

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

0100339010

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

August 17, 1994

RECORDATION NO. 12301-F FILED 1425

AUG 17 1994 -12 00 PM

INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
Washington, DC 20423

RECEIVED  
AUG 17 1994  
INTERSTATE COMMERCE COMMISSION

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are five copies of a Letter to the Commission, dated August 17, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed Letter and the attached Exhibit A relate to the Conditional Sale Agreement, as amended, and related documents which were duly filed with the Commission under Recordation Number 12301.

The name and address of the party to the enclosed document are:

Secured Party: Mercantile-Safe Deposit and Trust Company, Agent  
Two Hopkins Plaza  
Baltimore, Maryland 21203

A description of the railroad equipment covered by the enclosed document is:

Three hundred and five (305) gondola coal cars within the series UFIX 13063 through UFIX 17110 as set forth on Exhibit A attached.

Mr. Vernon A. Williams  
August 17, 1994  
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures

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

OFFICE OF THE SECRETARY

AUGUST 17, 1994

ROBERT W. ALVORD  
ALVORD & ALVORD  
918 16TH ST., NW SUITE 200  
WASHINGTON DC 20006-2973

Dear MR. ALVORD:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/17/94 at 12:00PM, and assigned recordation number(s) 12301-F

Sincerely yours,

VERNON A. WILLIAMS  
ACTING SECRETARY

Enclosure(s)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

*Talicia M. Stokes*

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY  
TWO HOPKINS PLAZA  
BALTIMORE, MARYLAND 21203

August 17, 1994

RECORDATION NO. 12301-F FILED 1425

AUG 17 1994 -12 00 PM

RECORDED & INDEXED

Mr. Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

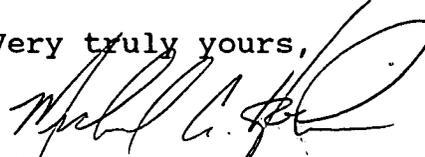
Re: Recordation No. 12301

Dear Mr. Williams:

The conditional sale agreement and documents relating thereto have been terminated pursuant to the provisions of the attached Exhibit A.

Please file this letter and attached Exhibit A under Recordation No. 12301.

Very truly yours,



Michael A. Hoehn  
Corporate Trust Administrator

Attachment

DISTRICT OF COLUMBIA

August 17, 1994

Then personally appeared the above-named Michael A. Hoehn, a Corporate Trust Administrator of Mercantile-Safe Deposit and Trust Company, known to me, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said bank in its capacity as Agent under the Participation Agreement referred to in such instrument, before me.

SS

  
Notary Public

My commission expires:

*April 14, 1999*

AUG 17 1994 - 12 00 PM

**TERMINATION AND RELEASE OF  
SECURITY INTERESTS AND LIENS**

Reference is made to that certain (i) Conditional Sale Agreement dated as of October 1, 1980, between State Street Bank and Trust Company, successor in interest to The Connecticut Bank and Trust Company, trustee (the "Trustee"), and ACF Industries, Incorporated ("ACF"), as amended by an Amendment Agreement No. 1 dated as of January 19, 1981, among the Trustee, UB Leasing, Inc. (the "Owner"), Houston Lighting & Power Company, successor in interest to Utility Fuels, Inc. (the "Lessee"), ACF and Mercantile-Safe Deposit and Trust Company, as agent (as so amended, the "CSA Agreement"), which CSA Agreement was filed with the Interstate Commerce Commission on October 14, 1980 at 3:30 p.m. under Recordation Number 12301-B; (ii) Agreement and Assignment dated as of October 1, 1980 (the "Assignment and Agreement"), between ACF and the Vendor, which Agreement and Assignment was filed with the Interstate Commerce Commission on October 14, 1980 at 3:30 p.m. under Recordation Number 12301-C; and (iii) Assignment of Lease and Agreement dated as of October 1, 1980 (the "Lease Assignment"), between the Trustee and the Vendor, which Lease Assignment was filed with the Interstate Commerce Commission on October 14, 1980 at 3:30 p.m. under Recordation Number 12301-A.

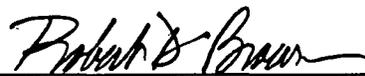
Pursuant to Section 5.2 of the CSA Agreement, the Vendor hereby terminates, releases and discharges all of its security interests, liens and other interests granted to it by ACF under the Assignment and Agreement.

Pursuant to Section 5 of the Lease Assignment, the Vendor hereby terminates, releases and discharges all of its right, title and interest in and to the Lease and the Guarantee (as defined in the Lease Assignment).

Notwithstanding anything to the contrary contained in this Release, nothing in this Release or in any other agreement entered into in connection herewith shall be deemed to waive, release or discharge the Trustee, the Owner, the Lessee or any other person from any of their obligations, whether now or hereafter incurred, to be paid or performed to or for the benefit of Mercantile-Safe Deposit and Trust Company in its individual capacity, but solely to the extent said obligations are intended to survive the termination of (i) the CSA, (ii) the Participation Agreement (as defined in the CSA Agreement), or (iii) any of the other documents executed in connection therewith.

Executed as an instrument under seal this 17th day of August, 1994.

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Agent

By:   
Robert D. Brown  
Corporate Trust Officer