

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON
55 EAST MONROE STREET
CHICAGO, ILLINOIS 60603

AREA CODE 312 346-8000
CABLE ADDRESS: INTERLEX

LOS ANGELES OFFICE
2029 CENTURY PARK EAST
LOS ANGELES, CALIF. 90067
AREA CODE 213 277-7200

NEW YORK OFFICE
757 THIRD AVENUE
NEW YORK, NEW YORK 10017
AREA CODE 212 715-9000

WRITER'S DIRECT DIAL (312) _____

RECORDATION NO

FILED 1428

WASHINGTON, D.C. OFFICE
1111 19TH STREET, N.W.
WASHINGTON, D.C. 20036
AREA CODE 202 463-2400

SAN FRANCISCO OFFICE
ONE POST STREET
SAN FRANCISCO, CALIF. 94104
AREA CODE 415 397-2823

FEB 10 1989 - 4 10 AM

February 6, 1989 INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Secretary, Interstate
Commerce Commission
Washington, DC 20423

Re: Recordation No. 11789

Dear Secretary:

I am an attorney representing the parties to the enclosed Agreement for the purpose of this filing. I have enclosed one original and three certified copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code and the regulations adopted pursuant thereto.

This document is a Termination Agreement and Full Release, a secondary document, dated as of December 30, 1988.

The primary document to which this is connected is recorded under Recordation No. 11789.

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

Secured Party: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

Owner: TCC Investments, Inc., successor in
interest to Hillman Coal & Coke Company
Wilmington Trust Center
Rodney Square North, Suite 1006
Wilmington, Delaware 19801

11789 ✓
FEB 10 4 05 PM '89
MOTOR OPERATING UNIT
Date 2/10/89
Fee \$ 13.00
CS Washington, D. C.

Secretary, Interstate
Commerce Commission

February 6, 1989

The equipment covered by the document is comprised of 191 boxcars bearing the running marks attached to such document.

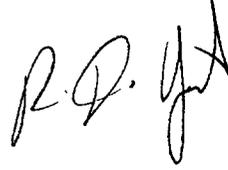
A fee of \$10.00 is enclosed. Please return the original document and any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each bearing your file stamp, to Richard Demarest Yant, Seyfarth, Shaw, Fairweather & Geraldson, 55 East Monroe Street, Suite 4200, Chicago, Illinois 60603.

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

Termination Agreement and Full Release, of Loan and Security Agreement filed with the ICC under Recordation No. 11789-A and all amendments and supplements thereto, dated as of December 30, 1988, covering all of the equipment described in such document."

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON



RDY/kjr
Enclosures
cc: J. David Rosenberg
Harvey Cavayero

[WANG G-113]

RECORDATION NO. 11789 ^FEV
FILED 1435

FEB 10 1989 -4 10 AM

TERMINATION AGREEMENT AND FULL RELEASE INTERSTATE COMMERCE COMMISSION

WHEREAS, Manufacturers Hanover Leasing Corporation as Lender ("MHL") and TCC Investments, Inc., successor in interest to the Hillman Manufacturing Company, as the Company ("TCC") are party to a Loan and Security Agreement (as heretofore supplemented and amended, the "Agreement") dated as of April 24, 1980 covering 191 boxcars (originally 200 cars, several destroyed) (the "Cars") bearing the reporting marks listed on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Agreement was filed with the Interstate Commerce Commission (the "ICC") on May 14, 1980 and bears Recordation No. 11789-D; and

WHEREAS, the Agreement was supplemented by Supplement No. 1 dated as of May 7, 1980 (the "Supplement"), which Supplement is appended to the Agreement and filed, as part thereof, with the ICC; and

WHEREAS, MHL, and TCC desire to terminate the Agreement and MHL desires to release the lien and security interest created pursuant to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree:

1. Termination. The Agreement is terminated, and the Cars and Collateral (as defined in the Agreement) are released from all liens, assignments and security interests which MHL may have thereon.

2. Filing. The parties consent to the filing of this Termination Agreement And Full Release and any other necessary documents with the ICC (and, if necessary, with any other regulatory or governmental entity) to effect a release of all liens of record existing against the Cars.

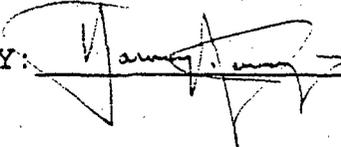
3. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

4. Satisfaction. MHL acknowledges satisfaction and discharge of all Obligations and the Notes (as described in the Agreement) of TCC arising under the Agreement or issued thereunder, and full release of any guarantor thereof.

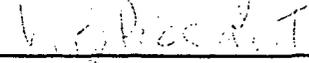
IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of December 30, 1988.

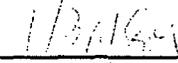
WITNESS:

MANUFACTURERS HANOVER
LEASING CORPORATION

BY: 

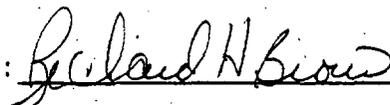
BY: 

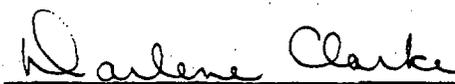
TITLE: 

DATE: 

WITNESS:

TCC INVESTMENTS, INC.

BY: 

BY: 

TITLE: 

DATE: _____

Exhibit A

DESCRIPTION OF CARS

Equipment:

**191-50' 70-Ton, Plate-C, XM Steel Boxcars as listed below:

(currently managed by Brae Transportation, Inc. ("Brae") and operated by the Burlington Northern Railroad Company ("BN"))

- (i) 95 cars (under Perdiem Lease dated 5/1/86 between Brae and BN) in series as follows:

BN 223098-223196
(excluding 223113, 223138, 223148 and 223196)

- (ii) 96 cars (under Fixed Monthly Rent Lease dated 5/1/86 between Brae and BN) in series as follows:

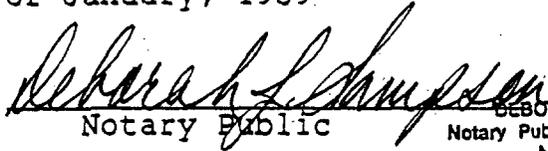
BN 223000 - 223097
(excluding 223023 and 223029)

** Originally 200 Cars, formerly under Seaboard System Railroads, Inc. SBD 162043-162242 (excluding 162124 and 162202) and previously, Seattle & North Coast Railroad - SNCT 1100-1299.

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this *30th* day of January, 1989, before me personally appeared Margaret A. Gillis, to me personally known, who being duly by me sworn, says that (s)he is the Vice President of MANUFACTURERS HANOVER LEASING CORPORATION, that said instrument was signed on behalf of said corporation 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 corporation.

Sworn to and Subscribed
before me this *30th* day
of January, 1989


Notary Public

DEBORAH J. SAMPSON
Notary Public, State of New York
No. 31-4845251
Qualified in New York County
Commission Expires July 31, 1989

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of January, 1989, before me personally appeared _____, to me personally known, who being duly by me sworn, says that (s)he is the _____ of TCC INVESTMENTS, INC., that said instrument was signed on behalf of said corporation 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 corporation.

Sworn to and Subscribed
before me this _____ day
of January, 1989

Notary Public

