

May 1, 1995

VIA HAND DELIVERY

Vernon Williams, Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue N.W.  
Washington, D.C. 20423

Dear Mr. Williams:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a Partial Release of Collateral Assignment and Agreement dated as of March 3, 1995 (the "Partial Release"). This document is a secondary document. The primary document to which this Partial Release is connected is recorded at Recordation No. 19252.

The name and address of the party to the document is as follows:

Assignee: PNC Bank, National Association, as Agent  
One PNC Plaza  
Fifth Avenue and Wood Street  
Pittsburgh, Pennsylvania 15265  
Attention: Gregory A. Steve

Type of Equipment Covered: Locomotives

Type of Instrument: Operating Leases

The Partial Release releases from the terms of the Collateral Assignment and Agreement dated as of February 16, 1995 and recorded at Recordation No. 19252-A the following locomotive unit:

<u>Type (Model)</u>	<u>A.A.R. Designation</u>	<u>Road No.</u>	<u>Serial No.</u>
Model SD45 Locomotive	D126	MKCX9526	33657

A fee of \$21 is enclosed. Please return the original copy not needed by the Interstate Commerce Commission to the

0100614037

19252-D

LICENSING DIVISION  
MAY 11 1 25 PM '95

Counterparts - Michael A. Perry

Vernon Williams, Secretary  
Interstate Commerce Commission  
May 1, 1995  
Page 2

undersigned at 1500 One PPG Place, Pittsburgh, Pennsylvania  
15222.

This document is a Partial Release of the Collateral Assignment and Agreement dated as of February 16, 1995 granted to PNC Bank, National Association, as Agent, by MK Rail Corporation. This Partial Release concerns only the locomotive unit described in the body of the Partial Release (which locomotive unit is also described in this transmittal letter). All other property, and rights to property, encumbered by the terms of the Collateral Assignment and Agreement recorded at Recordation No. 19252-A remain subject to the liens and other charges of such Collateral Assignment and Agreement.

Sincerely,

TUCKER ARENSBERG, P.C.



Daniel J. Perry

DJP/kc

BF25626.1:7  
#0011-08329



Interstate Commerce Commission  
Washington, D.C. 20423-0001

5/4/95

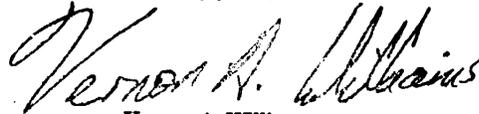
Office Of The Secretary

Daniel J. Perry  
Tucker Arensberg, PC  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/4/95 at 1:30PM, and assigned recordation number(s). 19252-D, 19252-E.

Sincerely yours,

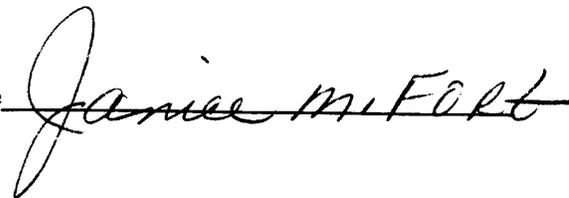
  
Vernon A. Williams  
Secretary

Enclosure(s)

(0100614027)  
(0100614028)

\$ 42.00 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 typed 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



19252-D

3:55 PM

PARTIAL RELEASE OF COLLATERAL ASSIGNMENT AND AGREEMENT

Reference is hereby made to that certain Collateral Assignment and Agreement dated as of February 16, 1995 (the "Collateral Assignment") by and between MK Rail Corporation (the "Debtor") and PNC Bank, National Association, as agent for certain financial institutions described in such Collateral Assignment (PNC Bank, National Association in such capacity, herein referred to as, the "Agent"), and recorded on the 21st day of February, 1995 in the Office of the Interstate Commerce Commission at Recordation No. 19252-A. All capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Collateral Assignment.

KNOW ALL MEN BY THESE PRESENTS, that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Agent, does hereby release and discharge from the liens and other encumbrances of the Collateral Assignment, the railroad locomotive described below:

<u>Type (Model)</u>	<u>A.A.R. Designation</u>	<u>Road No.</u>	<u>Serial No.</u>
Model SD45 Locomotive	D126	MKCX9526	33657

Except as specifically set forth above, nothing contained herein shall in any way affect, alter or diminish the liens and other encumbrances of the Collateral Assignment upon the property, and rights to property, subject to the Collateral Assignment or any remedy available to the Agent, the Lenders or the L/C Issuer.

The Interstate Commerce Commission is hereby requested to note this Partial Release of Collateral Assignment and Agreement (the "Partial Release") upon the margin of the Collateral Assignment, as recorded.

This Partial Release may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

WITNESS the due execution hereof with the intent to be legally bound hereby this 31<sup>st</sup> day of March, 1995.

WITNESS:

PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders and the L/C Issuer

Mark Rithel - J

By: Gregory A. Steve  
Name: GREGORY A. STEVE  
Title: COMMERCIAL BANKING OFFICER

