

RECORDATION NO. 20261 FILED

STEPTOE & JOHNSON LLP

FEB 19 '98

4:15PM

ATTORNEYS AT LAW

1330 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036-1795

(202) 429-3000

FACSIMILE: (202) 429-3902

TELEX: 89-2503

STEPTOE & JOHNSON INTERNATIONAL
AFFILIATE IN MOSCOW, RUSSIA

TELEPHONE (011-7-501) 258-5250
FACSIMILE (011-7-501) 258-5251

PHOENIX, ARIZONA
TWO RENAISSANCE SQUARE

TELEPHONE (602) 257-5200
FACSIMILE (602) 257-5299

TIMOTHY M. WALSH
(202) 429-6277
twalsh@step toe.com

February 19, 1998

BY HAND

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423-0001

Dear Mr. Williams:

Enclosed for filing and recordation pursuant to 49 U.S.C. § 11301 are one original, two executed counterparts and one certified true copy of the original of a Complete Release and Termination of Mortgage, Security Interests and Liens, a secondary document. The primary document to which it relates is the Collateral Assignment and Agreement (Locomotive Leases) recorded on September 10, 1996 under Recordation No. 20261. It relates to the railroad equipment identified in the primary document, as the same may have been amended or supplemented by previously recorded secondary documents and to the extent not released thereby.

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

Counterpart - [Signature]

Honorable Vernon A. Williams

February 19, 1998

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Secured Party

Bank of America National Trust
and Savings Association
(as Agent for certain lenders)
1455 Market Street
12th Floor
San Francisco, California 94103

Borrower/Debtor

MotivePower Industries, Inc.
1200 Reedsdale Street
Pittsburgh, PA 15233

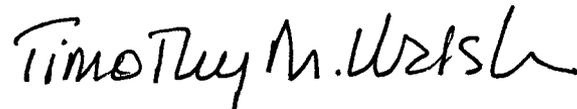
Please file and record the document with indexing
under the foregoing names.

A fee of \$24.00 is enclosed for the recordation.
Please return the original and any extra copies not needed by
the Board for recordation to the person presenting this letter.

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

Complete Release and Termination of
Mortgage, Security Interests and Liens.

Very truly yours,



Attorney for MotivePower
Industries, Inc.

Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

DATE: 2-19-98

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 2-19-98 at 4:15 PM, and
assigned recordation number(s). 20261-D.

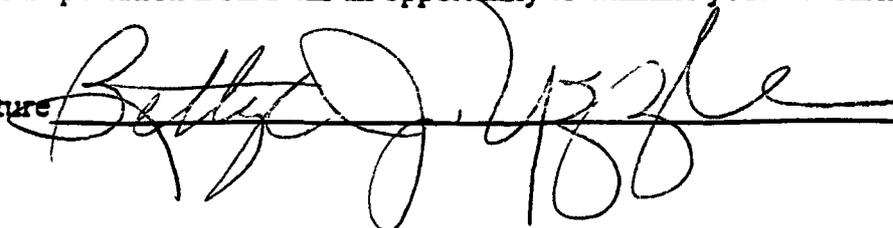
Sincerely Yours,

Vernon A. Williams
Secretary

Enclosure(s)

\$ 24.00 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.
In the event of an error or any questions concerning this fee, you will receive a notification after
the Surface Transportation Board has an opportunity to examine your document.

Signature



A handwritten signature in cursive script, appearing to read "Betty J. Apple", is written over a horizontal line. The signature is written in black ink and is somewhat stylized.

CERTIFICATE

I, Clemmie M. Wilson, am a notary public in and for the District of Columbia. I have compared the attached copy of the Complete Termination and Release of Mortgage, Security Interests and Liens with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Clemmie M. Wilson
Notary Public

CLEMMIE M. WILSON
My Commission Expires: District of Columbia
My Commission Expires
October 31, 2000



RECORDATION NO. 2026 FILED
FEB 19 1998 4:15 PM

**COMPLETE TERMINATION AND RELEASE
OF MORTGAGE, SECURITY INTERESTS AND LIENS**

Bank of America National Trust and Savings Association, as agent for the Financial Institutions party to the agreements and instruments described below (and as successor by assignment from BankAmerica Business Credit, Inc.) ("Agent"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby:

(a) terminates all rights, security interests, liens and other interests created or evidenced by any or all of the following instruments and agreements (collectively, the "Security Agreements"):

(1) Second Amended and Restated Credit Agreement dated as of February 27, 1997, among the Financial Institutions listed on the signature pages thereof, as Lenders, and MotivePower Industries, Inc., as Borrower;

(2) Mortgage of Locomotives and Security Agreement dated as of August 30, 1995 by and between MK Rail Corporation, as Mortgagor, and the Agent, as Mortgagee and Agent for the Lenders, as the same has been amended by the First Amendment dated as of September 10, 1996 and the Second Amendment dated as of February 27, 1997, and as the same have been recorded pursuant to the Interstate Commerce Act, together with that certain assignment and name change related thereto, under Interstate Commerce Commission/Surface Transportation Board ("ICC/STB") Recordation No. 19583 (recorded August 31, 1995) through 19583-H (recorded March 3, 1997);

(3) Collateral Assignment and Agreement (Locomotive Leases) dated as of August 30, 1995 by and between MK Rail Corporation and the Agent, as the same has been amended by the First Amendment dated as of September 10, 1996 and the Second Amendment dated as of February 27, 1997, and as the same have been recorded pursuant to the Interstate Commerce Act, together with that certain assignment and name change related thereto, under ICC/STB Recordation No. 19582 (recorded August 31, 1995) through 19582-F (recorded March 3, 1997); and

(4) Collateral Assignment and Agreement (Locomotive Leases) dated as of September 10, 1996 by and between MotivePower Industries, Inc. and the Agent, as the same has been amended by the First Amendment dated as of February 27, 1997, and as the same have been recorded pursuant to the Interstate Commerce Act, together with that certain assignment and name change related thereto, under ICC/STB Recordation No. 20261 (recorded September 10, 1996) through 20261-C (recorded March 3, 1997);

and

(b) releases all locomotives, railroad rolling stock and locomotive leases (together with all accessories, equipment, parts and other appurtenances appertaining or attached to any of the foregoing and all substitutions or replacements of and additions, improvements, accessions and

accumulations to any thereof, together with all rents, issues, income, profits and awards thereof including without limitation any lease, assignment or user contract relating to said equipment and the proceeds, including insurance proceeds, and products thereof) from any rights, security interests, liens and other interests in created or evidenced by any or all of the Security Agreements.

Dated as of this 6th day of February, 1998.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as agent for the financial institutions party to the agreements and instruments described above

By *M. Detrick*
Name: Margaret A. Detrick
Title: Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

On this 6th day of February, 1998, before me personally appeared Margaret A. Detrick, to me personally known, who being by me duly sworn, says that she is a Vice President of Bank of America National Trust and Savings Association, as Agent, that said instrument was signed and sealed on behalf of said Bank of America National Trust and Savings Association, as Agent, by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

(Notarial Seal) "OFFICIAL SEAL"
SHALONDA E REDFIELD
Notary Public, State of Illinois
My Commission Expires Aug 30, 1998

Shalonda E. Redfield
Notary Public

My Commission Expires: 8-30-98

Document Number: 282541.1
January 30, 1998