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RECORDATION NO. **16860-E** FILED 1425

JUL 22 1994 - 4:05 PM

INTERSTATE COMMERCE COMMISSION

July 19, 1994

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

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Dear Mr. Strickland:

Enclosed for recordation in your office pursuant to the provisions of 49 U.S.C. §11303 are two original counterparts of a Complete Termination and Release of Security Interests and Liens dated as of June 9, 1994, (the "Termination"), a secondary document as defined in the Interstate Commerce Commission's Rules for the Recordation of Documents, 49 CFR §1177. The primary document to which the enclosed document is connected is a Revolving Credit/Term Loan Agreement and Security Agreement ("Security Agreement") dated as of May 2, 1990, as amended. The Security Agreement was recorded in the Interstate Commerce Commission's recordation files and records pursuant to 49 U.S.C. §11303 under Recordation No. 16860 on May 2, 1990.

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

Secured Party:                   The First National Bank of Maryland  
25 South Charles Street  
Baltimore, Maryland 21203

Enclosed is a check in the amount of \$18 payable to the order of the Interstate Commerce Commission covering the recordation fee.

A short summary of the equipment covered by the enclosed secondary document to appear in the Interstate Commerce Commission's files is as follows:

Complete Termination and Release of Security Interests and Liens dated as of June 9, 1994, terminating a Revolving Credit/Term Loan Agreement and Security Agreement dated as of May 2, 1990, as amended, between The Oxford Group, Inc, as Borrower and The First National Bank of Maryland.

Please return the stamped copy of the enclosed document to Debora J. Choate, Esq.,  
McLachlan, Rissman & Doll, 6 West Hubbard Street, Suite 500, Chicago, Illinois 60610.

**McLachlan, Rissman & Doll**

By: Debora J Choate

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

OFFICE OF THE SECRETARY

JULY 26, 1994

DEBORA J. CHOATE  
McLACHLAN, RISSMAN & DOLL  
6 W. HUBBARD ST., SUITE 500  
CHICAGO ILLINOIS 60610

Dear MS. CHOATE:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/22/94 at 4:05PM, and assigned recordation number(s). 16860-E

Sincerely yours,

Sidney L. Strickland, Jr.  
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

*Teledia M. Stokes*

JUL 22 1994 1:05 PM

INTERSTATE COMMERCE COMMISSION  
COMPLETE TERMINATION AND RELEASE  
OF SECURITY INTERESTS AND LIENS

The undersigned, The First National Bank of Maryland, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, terminates, releases and discharges its right, security interest, lien and any other interest in and to all properties, assets and rights of The Oxford Group, Inc., an Illinois corporation ("Borrower"), of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all Borrower's right, title and interest in and to (i) all locomotives and other railroad rolling stock, including, without limitation nine (9) EMD SD45 locomotives bearing road numbers WC 1701, WC 1718, WC 1724, WC 1744, WC 1745, WC 1746, WC 9093, WC 8939 and WC 8993, and fourteen (14) EMD SD40 locomotives bearing road numbers WC 3034, WC 3049, WC 3067, WC 3073, WC 4016, WC 3102, WC 4013, WC 3046, WC 4001, WC 4003, WC 3016, WC 4025, WC 3048 and UP 3068 ("Locomotives"), together with all accessions, accessories, equipment, appurtenances, replacements and parts appertaining or attached thereto, whether now owned or hereafter acquired, and all substitutions, renewals and replacements thereof; (ii) all agreements now or hereafter entered into by the Borrower with respect to the refurbishing, repair or rebuilding of the Locomotives; (iii) all lease agreements and other documents pertaining to the use and operation of the Locomotives, including, without limitation, the Union Pacific Lease, and all rights incident and attendant thereto, including the right to receive all rent and other payments due thereunder; (iv) all contracts or other agreements for the sale of the Locomotives; (v) all monies and other funds comprising from time to time the Collateral Account and all rights incident or attendant thereto; (vi) all proceeds (cash and non-cash), including insurance proceeds and condemnation awards, thereof, and (vii) all books and records relating to any of the foregoing, as evidenced by that certain Revolving Credit/Term Loan Agreement and Security Agreement ("Security Agreement"), dated as of May 2, 1990, as amended, between the Borrower and The First National Bank of Maryland (Recordation Number 16860; Recorded May 2, 1990) Capitalized terms not otherwise defined in this release shall have the meanings ascribed to them in the Security Agreement.

Dated as of this 9th day of June, 1994

THE FIRST NATIONAL BANK OF  
MARYLAND

By   
Name: MICHAEL F. DOCKMAN  
Title: VICE PRESIDENT

State of Maryland )  
 )ss:  
City of Baltimore )

On this 23rd day of June, 1994, before me personally appeared Michael F. Dockman, to me personally known, who being by me duly sworn, says that (s)he is a Vice President of The First National Bank of Maryland, a national banking association, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Mary C Mead  
Notary Public

(Notarial Seal)

My Commission Expires

May 10, 1995