Counterparts - Kim Bottman

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

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

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 12317-NNNNN FILED 1425
JUL 19 1995 -11 15 AM
INTERSTATE COMMERCE COMMISSION

July 12, 1995

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Partial Release of Lien, dated as of ~~June 14~~ July 7, 1995, secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Railcar Security Agreement duly filed with the Commission under Recordation Number 12317.

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

Secured Party: Shawmut Bank Connecticut,
National Association
(f/k/a The Connecticut National Bank)
777 Main Street
Hartford, Connecticut 06115

A description of the railroad equipment covered by the enclosed document is set forth on Appendix A attached to the Partial Release.

Also enclosed is a check in the amount of $21.00 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,

Robert W. Alvord

RWA/bg
Enclosures

12317-NNNNN

JUL 19 1995 11 15 AM

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, PITTSBURGH & LAKE ERIE PROPERTIES, INC., a Delaware corporation (the "PLE") (formerly known as The Pittsburgh and Lake Erie PLE Company, Inc.), has heretofore executed and delivered an Amended and Restated Security Agreement dated October 15, 1980 ("Security Agreement") by the PLE to Manufacturers Hanover Trust Company ("MHT"), which document was duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and assigned Recordation Number 12317-B; and

WHEREAS, the Security Agreement was amended pursuant to a First Amendment dated September 1, 1982, to the Security Agreement ("Amendment") by the PLE to MHT, which document was duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and assigned Recordation Number 12317-C;

WHEREAS, the PLE also heretofore executed a Security Agreement dated July 1, 1983 by the PLE to MHT ("Second Security Agreement"), which document was duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 and assigned Recordation Number 12317-D;

WHEREAS, MHT, assigned all of its rights and interests in and to the Security Agreement, amended by the Amendment, and the Second Security Agreement (collectively, the "Agreements") to THE CONNECTICUT NATIONAL BANK, a national banking association, as security trustee (now known as SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION) (the "Security Trustee") under the Master Agreement Regarding the Restructuring of Obligations of The Pittsburgh and Lake Erie Railroad Company dated as of May 1, 1985, as amended and supplemented (the "Master Agreement"), pursuant to an Assignment of Loan Agreements and Security Agreements dated as of May 1, 1985, which document was duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 6, 1985 and assigned Recordation Number 12317-T; and

WHEREAS, the PLE has requested the Security Trustee to release from the lien of the Agreements certain property hereinafter particularly described and has complied with all conditions of the Agreements and the Master Agreement precedent to such release.

NOW, THEREFORE, the Security Trustee, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, and pursuant to authority granted to the Security Trustee under the Master Agreement, does hereby RELEASE, REMISE, CONVEY AND QUIT CLAIM unto the PLE, its successors and assigns, all of the right, title, lien, interest, claim or demand whatsoever which the Security Trustee has or may have acquired under, through or by virtue of the Agreements in and to the property described in Appendix A hereto.

THIS INSTRUMENT is executed upon the express condition that nothing herein contained shall be construed to release from the lien of the Security Agreement, or to impair said lien upon any property subject thereto, except the property hereinabove specifically described.

IN WITNESS WHEREOF, the Security Trustee has caused this instrument to be duly executed and delivered by its duly authorized officer as of the 3rd day of July, 1995.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, as Security Trustee

By: E C Hammer
ELIZABETH C. HAMMER

Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 3rd day of July, 1995 before me a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Elizabeth C. Hamer to me personally known, who stated and acknowledged that he is a Vice President of Shawmut Bank Connecticut, a national banking association, and duly authorized by authority of the board of directors or the by-laws of said association in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said association and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said association, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of July, 1995.

Karen R. Felt
Notary Public

My commission expires:

KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/99

APPENDIX A

THIRTEEN OPEN TOP HOPPER CARS

PLE 63811
PLE 63883
PLE 63861
PLE 63933
PLE 64016
PLE 64280
PLE 64291
PLE 64333
PLE 64370
PLE 64384
PLE 64416
PLE 64428
PLE 64448