



Commonwealth Edison
 One First National Plaza, Chicago, Illinois
 Address Reply to: Post Office Box 767
 Chicago, Illinois 60690 - 0767

RECORDATION NO. 18352-C FILED 1425
 MAR 23 1994 - 12 05 PM
 INTERSTATE COMMERCE COMMISSION

March 22, 1994

Office of the Secretary
 Recordations Unit
 Interstate Commerce Commission
 Room 2303
 12th and Constitution Avenue, N.W.
 Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms Lee:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are two executed and acknowledged originals of a Release and Termination Agreement dated as of March 17, 1994 (the "Release and Termination Agreement").

The Release and Termination Agreement is a secondary document as defined in the Rules and Regulations, and relates to (i) a Lease Agreement, a primary document, with Recordation Number 18352, (ii) an Indenture and Security Agreement, a primary document, with Recordation Number 18352-A and (iii) a Lease and Indenture Supplement No. 1, a secondary document, with Recordation Number 18352-B.

The names and addresses of the parties to the Release and Termination Agreement are as follows:

Society National Bank
 127 Public Square
 Society Center
 Cleveland, Ohio 44114

LICENSING BRANCH

MAR 23 11 53 AM '94

Sarah [signature]
C. [signature]

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Commonwealth Edison Company
One First National Plaza
10 South Dearborn
Chicago, Illinois 60603

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

A description of the railroad equipment covered by the Release and Termination Agreement is as follows: Twenty-five (25) 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 1531, 1616, 1623, 1625, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1645, 1646, 1647, 1648, 1667, 2380, 2391, 2401, 2404, 2410, 2425, 2445, 2467 and 2521, A.A.R. car type J312.

A filing fee of \$18.00 is enclosed to cover the required recordation fee. Please return the duplicate copy of this letter and the original copy of the enclosed document not needed by the ICC for recordation to the bearer of this letter.

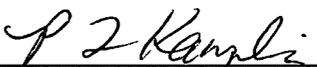
A short summary of the Release and Termination Agreement to appear in the index follows:

Release and Termination Agreement dated as of March 17, 1994 between Society National Bank, Commonwealth Edison Company and Wilmington Trust Company, which relates to (i) a Lease Agreement with Recordation Number 18352, (ii) an Indenture and Security Agreement with Recordation Number 18352-A and (iii) a Lease and Indenture Supplement No. 1 with Recordation Number 18352-B, covering 25 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 1531, 1616, 1623, 1625, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1645, 1646, 1647, 1648, 1667, 2380, 2391, 2401, 2404, 2410, 2425, 2445, 2467 and 2521, A.A.R. car type J312.

Very truly yours,

COMMONWEALTH EDISON COMPANY

By:



Patricia L. Kamp
Assistant Treasurer

Enclosures

MAR 23 1994 - 12 05 PM

RELEASE AND TERMINATION AGREEMENT
INTERSTATE COMMERCE COMMISSION

THIS RELEASE AND TERMINATION AGREEMENT, dated March 17, 1994, among SOCIETY NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of July 15, 1993 (the "Trust Agreement") with CIBC Inc., a Delaware corporation, COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Lessee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement (the "Indenture"), each dated as of July 15, 1993, and Lessor, Lessee and the Indenture Trustee have heretofore entered into a Lease and Indenture Supplement No. 1 (the "Lease and Indenture Supplement No. 1") dated July 30, 1993 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Lease, the Indenture and the Lease and Indenture Supplement No. 1 (collectively, the "Recorded Documents") were previously filed with the Interstate Commerce Commission (the "ICC") under Recordation Numbers 18352, 18352-A and 18352-B, respectively, at 1:45 p.m. on July 30, 1993;

WHEREAS, in accordance with Section 12(c) of the Lease, Lessee on the Effective Date (as defined in paragraph 8 hereof) has caused to be conveyed to Lessor, as replacement for certain Items of Equipment to which an Event of Loss occurred, title to replacement Items of Equipment of the same or similar type, free and clear of all liens and having a then value, utility, remaining useful life and estimated residual value at least equal to, and being in as good operating condition as, such Items of Equipment with respect to which an Event of Loss occurred;

WHEREAS, concurrently with the execution of this Release and Termination Agreement, the parties hereto are entering into a Lease and Indenture Supplement No. 2, dated the date hereof, covering the replacement Items of Equipment;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. The Items of Equipment with respect to which an Event of Loss occurred are set forth on Schedule 1 hereto (collectively, the "Replaced Items of Equipment"). The parties hereto hereby agree to release the Replaced Items of Equipment from the coverage of each of the Recorded Documents.

2. Lessor acknowledges either compliance by Lessee with Section 12(c) of the Lease or hereby waives compliance by Lessee with Section 12(c) of the Lease; accordingly, Lessor agrees to sell, assign, transfer, convey and deliver unto Lessee, without recourse or warranty (except as to the absence of Owner Encumbrances) all right, title and interest of Lessor in and to (a) the Replaced Items of Equipment (including all appliances, parts, instruments, appurtenances, accessories, furnishings, and/or other equipment or property installed on or attached thereto) and all manufacturer's warranties relating thereto and (b) all other warranties and indemnities relating to the Replaced Items of Equipment held by Lessor pursuant to that certain Bill of Sale dated July 30, 1993 delivered by BLC Corporation to Lessor, by executing a Bill of Sale dated as of the Effective Date substantially in the form of Exhibit A hereto.

3. Lessee hereby confirms and acknowledges its obligations under Section 12 of the Participation Agreement with respect to the Replaced Items of Equipment and, in furtherance of the foregoing, hereby disclaims and releases Lessor from, and expressly agrees to indemnify Lessor for and hold Lessor harmless against, all liabilities, including tort and negligence with respect to such Replaced Items of Equipment and the use, operation or control thereof, whether arising prior to the transfer of such Replaced Items of Equipment by Lessor to Lessee or in connection with such transfer or otherwise.

4. The parties hereto agree to record this Release and Termination Agreement with the ICC.

5. Each party hereto will promptly and duly execute and deliver such further documents to, make such further assurances for and take such further action reasonably requested by any party hereto, all as may be necessary to carry out more effectively the intent and purpose of this Release and Termination Agreement.

6. This Release and Termination Agreement may be executed by the parties hereto in separate 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.

7. The parties hereto agree that this Release and Termination Agreement shall become effective on March 23, 1994 (the "Effective Date").

8. THIS RELEASE AND TERMINATION AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY OR PERFORMANCE.

* * * * *

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Release and Termination Agreement to be
duly executed on the date and year set forth in the opening
paragraph hereof, all of which shall become effective as of the
23rd day of March, 1994.

Lessor/Owner Trustee

SOCIETY NATIONAL BANK,
not in its individual capacity
but solely as Owner Trustee

By: 
Name: _____
Title: D. KOVACH, Trust Officer

Lessee

COMMONWEALTH EDISON COMPANY

By: _____
Name:
Title:

Indenture Trustee

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Indenture Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Release and Termination Agreement to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective as of the 23rd day of March, 1994.

Lessor/Owner Trustee

SOCIETY NATIONAL BANK,
not in its individual capacity
but solely as Owner Trustee

By: _____

Name:
Title:

Lessee

COMMONWEALTH EDISON COMPANY

By: _____

Dennis F. O'Brien
Name: Dennis F. O'Brien
Title: Treasurer

Indenture Trustee

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Indenture Trustee

By: _____

Name:
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Release and Termination Agreement to be
duly executed on the date and year set forth in the opening
paragraph hereof, all of which shall become effective as of the
23rd day of March, 1994.

Lessor/Owner Trustee

SOCIETY NATIONAL BANK,
not in its individual capacity
but solely as Owner Trustee

By: _____
Name:
Title:

Lessee

COMMONWEALTH EDISON COMPANY

By: _____
Name:
Title:

Indenture Trustee

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Indenture Trustee

By:  _____
Name: **Ralph R. Cella**
Title: **Financial Services Officer**

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.:

On this 17th day of March, 1994, before me personally appeared D. KOVACH, to me personally known, who, being by me duly sworn, says that he is TRUST OFFICER of SOCIETY NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

DOUGLAS A. WILSON, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 Revised Code



My Commission Expires:
[Notary Seal]

STATE OF Illinois)
COUNTY OF Cook) ss.:

On this 17th day of March, 1994, before me personally appeared Dennis F. O'Brien, to me personally known, who, being by me duly sworn, says that he is Treasurer of Commonwealth Edison, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Betty Fox
Notary Public

My Commission Expires:
[Notary Seal]



SCHEDULE 1
to
Release and Termination Agreement

Replaced Items of Equipment No Longer Covered By
the Lease, the Indenture and the Lease and
Indenture Supplement No. 1, Having Been Assigned
Recordation Numbers 18352, 18352-A and 18352-B,
Respectively

121-Ton, Aluminum-Sided, Rotary Dump
Gondola "Coalporter" Cars Bearing The
Following Identification Marks:

CWEX 1531	CWEX 1647
CWEX 1616	CWEX 1648
CWEX 1623	CWEX 1667
CWEX 1625	CWEX 2380
CWEX 1637	CWEX 2391
CWEX 1638	CWEX 2401
CWEX 1639	CWEX 2404
CWEX 1640	CWEX 2410
CWEX 1641	CWEX 2425
CWEX 1642	CWEX 2445
CWEX 1643	CWEX 2467
CWEX 1645	CWEX 2521
CWEX 1646	

BILL OF SALE

Pursuant to Section 12(c) of the Lease Agreement (the "Lease Agreement") dated as of July 15, 1993 between Society National Bank, as Owner Trustee, as lessor (the "Owner Trustee"), and Commonwealth Edison Company, as lessee, for good and valuable consideration the receipt of which is hereby acknowledged, the Owner Trustee does hereby sell, assign, transfer, convey and deliver unto Commonwealth Edison Company, "as-is" and "where-is", without recourse or warranty (except as set forth in the immediately succeeding paragraph), all right, title and interest of the Owner Trustee in and to (a) the equipment described on Schedule 1 hereto, including all appliances, parts, instruments, appurtenances, accessories, furnishings, and/or other equipment installed on or attached to such railcars (the "Equipment"), and all manufacturer's warranties relating thereto and (b) all other warranties and indemnities relating to the Equipment held by the Owner Trustee pursuant to that certain Bill of Sale dated July 30, 1993 delivered by BLC Corporation to the Owner Trustee (the "Other Property").

The Owner Trustee hereby warrants to Commonwealth Edison Company, its successors and assigns, that the Equipment and the Other Property are free and clear of any and all Owner Encumbrances (as defined in Appendix X to the Lease Agreement).

IN WITNESS WHEREOF, the Owner Trustee has caused this Bill of Sale to be duly executed and delivered as of this ____ day of March, 1994.

SOCIETY NATIONAL BANK,
as Owner Trustee

By: _____
Name:
Title:

Schedule 1 to
Bill of Sale

SCHEDULE OF EQUIPMENT TO BE DELIVERED

<u>Quantity of Items of Equipment</u>	<u>Car Numbers</u>	
25 121-Ton, Aluminum- Sided, Rotary Dump Gondola "Coalporter" Cars	CWEX 1531	CWEX 1647
	CWEX 1616	CWEX 1648
	CWEX 1623	CWEX 1667
	CWEX 1625	CWEX 2380
	CWEX 1637	CWEX 2391
	CWEX 1638	CWEX 2401
	CWEX 1639	CWEX 2404
	CWEX 1640	CWEX 2410
	CWEX 1641	CWEX 2425
	CWEX 1642	CWEX 2445
	CWEX 1643	CWEX 2467
	CWEX 1645	CWEX 2521
	CWEX 1646	