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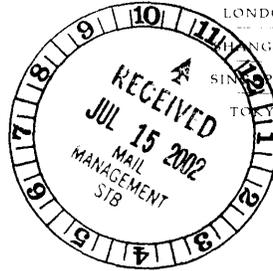
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RECORDATION NO. 18352-2 FILED

JUL 26 '02 3-08 PM

July 8, 2002



**SURFACE TRANSPORTATION BOARD**

Surface Transportation Board  
Office of the Secretary  
1925 K Street Northwest, Suite 700  
Washington, D.C. 20423  
Attn: Taledia Stokes

Re: Release and Termination Agreement

Dear Secretary:

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 United States Code.

This document is a Release and Termination Agreement, a secondary document, dated the 29th day of January, 2002.

The primary document to which this secondary document is connected is recorded under Recordation No. 18352.

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

J.P. Morgan Trust Company, National Association,  
successor by merger to  
Chase Manhattan Trust Company, N.A.  
Chase Financial Tower  
250 West Huron Road, Suite 220, 2nd Floor  
Cleveland, Ohio 44113

Commonwealth Edison Company  
37th Floor - East  
One First National Plaza  
10 South Dearborn Street  
Chicago, IL 60603

Surface Transportation Board  
July 8, 2002  
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Wilmington Trust Company  
Corporate Trust Administration Division  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-0001

A description of the equipment covered by the Release and Termination Agreement is as follows: Five (5) 121-Ton, Aluminum Rotary Dump Gondola "Coalporter" Cars bearing the following identification marks: CWEX 1737, CWEX 1748, CWEX 2017, CWEX 2538 and CWEX 2821.

A fee of \$28.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Gary Gerstman (attorney for Commonwealth Edison Company) at Sidley Austin Brown & Wood, Bank One Plaza, Chicago, IL 60603.

A short summary of the document to appear in the index follows: Release and Termination Agreement dated January 29, 2002 among J.P. Morgan Trust Company, National Association, successor by merger to Chase Manhattan Trust Company, N.A., Commonwealth Edison Company and Wilmington Trust Company covering five 121-ton, aluminum rotary dump gondola "coalporter" cars bearing the following marks: CWEX 1737, CWEX 1748, CWEX 2017, CWEX 2538 and CWEX 2821.

Very truly yours,



Gary D. Gerstman

Enclosures

**RELEASE AND TERMINATION AGREEMENT**

THIS RELEASE AND TERMINATION AGREEMENT, dated as of January 29, 2002, among J. P. Morgan Trust Company, National Association, successor by merger to CHASE MANHATTAN TRUST COMPANY, N.A., 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").

**WITNESSETH:**

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 and 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, a Lease and Indenture Supplement No. 2 (the "Lease and Indenture Supplement No. 2") dated March 17, 1994, a Lease and Indenture Supplement No. 3 (the "Lease and Indenture Supplement No. 3") dated April, 1994 and a Lease and Indenture Supplement No. 4 (the "Lease and Indenture Supplement No. 4") dated March 13, 1995 (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 Nos. 1, 2 and 4 (collectively, the "Recorded Documents") were previously filed with the United States Surface Transportation Board (or its predecessor, the Interstate Commerce Commission) under Recordation Number 18352;

WHEREAS, in accordance with Section 12(b) of the Lease, Lessee on the Effective Date (as defined in paragraph 6 hereof) has paid to Lessor the Stipulated Loss Value of the Items of Equipment subject to this Release and Termination Agreement and in respect of which an Event of Loss has occurred;

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

RECORDATION NO. 18352-L FILED

JUL 26 '02 3-08 PM

SURFACE TRANSPORTATION BOARD

1. The Items of Equipment with respect to which an Event of Loss occurred (the "Railcars") are identified on Schedule I hereto. The parties hereto hereby agree to release such Items of Equipment from the coverage of each of the Recorded Documents.

2. Lessor acknowledges either compliance by Lessee with Section 12(b) of the Lease or hereby waives compliance by Lessee with Section 12(b) 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 Railcars (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 Railcars 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. The parties hereto agree to record this Release and Termination Agreement with the United States Surface Transportation Board.

4. 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.

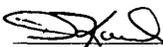
5. This Release and Termination Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

6. The parties hereto agree that this Release and Termination Agreement shall become effective on January 29, 2002 (the "Effective Date").

7. 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 29<sup>th</sup> day of January, 2002.

Lessor/Owner Trustee  
J.P. Morgan Trust Company, National Association,  
successor by merger to  
CHASE MANHATTAN TRUST COMPANY, N. A.  
not in its individual capacity but  
solely as Owner Trustee

By:   
Name: Di Kwach  
Title: Assistant Vice President

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:

STATE OF Ohio )  
 ) ss.:  
COUNTY OF Cuyahoga )

On this 16th day of January, 2002, before me personally appeared D. Kovach, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of J.P. Morgan Trust Company, National Association, 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.

Susan Demedice  
Notary Public  
SUSAN DEMEDICE  
Notary Public - State of Ohio  
My commission has no expiration date  
Section 147.03 R.C.

My Commission Expires:  
(Notary Seal)

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 29<sup>th</sup> day of January, 2002.

Lessor/Owner Trustee

CHASE MANHATTAN TRUST COMPANY, N. A.  
not in its individual capacity but  
solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

Lessee

COMMONWEALTH EDISON COMPANY

By: Charles Walls  
Name: CHARLES WALLS  
Title: ASSISTANT TREASURER

Indenture Trustee

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

By: \_\_\_\_\_  
Name:  
Title:

STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF DU PAGE )

On this 23<sup>rd</sup> day of January, 2002, before me personally appeared CHARLES WALLS, to me personally known, who, being by me duly sworn, says that he is ASSISTANT 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.

Deborah A Chavez  
Notary Public

My Commission Expires:  
(Notary Seal)



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 29<sup>th</sup> day of January, 2002.

Lessor/Owner Trustee  
J.P. Morgan Trust Company, National Association,  
successor by merger to  
CHASE MANHATTAN TRUST COMPANY, N. A.  
not in its individual capacity but  
solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

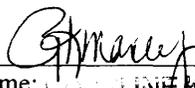
Lessee

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Indenture Trustee

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

By:  \_\_\_\_\_  
Name: **ROSELINE K. MANEY**  
Title: **Assistant Vice President**

STATE OF Delaware )  
COUNTY OF New-Castle ) ss.:

On this 23 day of January 2002, before me personally appeared Roseline K. Manney to me personally known, who, being by me duly sworn, says that he is AVP of Wilmington Trust Co.; 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

My Commission Expires: **DENISE M. GERAN**  
(Notary Seal) **NOTARY PUBLIC-DELAWARE**  
**My Commission Expires February 16, 2003**

SCHEDULE 1

to

Release and Termination Agreement

Item of Equipment No Longer Covered By the Lease, the Indenture, the Lease and Indenture Supplement No. 1 and the Lease and Indenture Supplement No. 2, and the Lease and Indenture Supplement No. 4, Having Been Assigned Recordation Numbers 18352, 18352-A, 18352-B and 18352-E, Respectively

Five (5) 121-Ton, Aluminum-Sided, Rotary Dump Gondola "Coalporter" Cars Bearing The Following Identification Marks:

CWEX 1737  
CWEX 1748  
CWEX 2017  
CWEX 2538  
CWEX 2821

BILL OF SALE

Pursuant to Section 12(b) of the Lease Agreement (the "Lease Agreement") dated as of July 15, 1993 between J. P. Morgan Trust Company, National Association, successor by merger to Chase Manhattan Trust Company, N.A. (formerly 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 railcar (the "Equipment"), and all manufacture'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 29th day of January, 2002.

J.P. Morgan Trust Company, National Association,  
successor by merger to  
CHASE MANHATTAN TRUST COMPANY, N. A.  
as Owner Trustee

By:   
Name D. Kovach  
Title: Assistant Vice President

Schedule 1 to Bill of Sale

SCHEDULE OF EQUIPMENT TO BE DELIVERED

<u>Items of Equipment</u>	<u>Car Number</u>
Five (5) 121-Ton, Aluminum-Sided, Rotary Dump Gondola "Coalporter" Cars	CWEX 1737
	CWEX 1748
	CWEX 2017
	CWEX 2538
	CWEX 2821