

RECORDATION NO. 21087-A FILED

NOV 08 '04 4-03 PM

SURFACE TRANSPORTATION BOARD

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November 8, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination of Security Agreement, dated as of November 1, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Summary of Security Agreement which was previously filed with the Board under Recordation Number 21087.

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

Mortgagee: BTM Capital Corporation
125 Summer Street
Boston, Massachusetts 02110

[Mortgagor: Summer Street Capital Trust
c/o TD Trust Company
Commercial Union Tower
100 Wellington Street West,
Toronto, Ontario M5K 1A2
Canada]

Mr. Vernon A. Williams

November 8, 2004

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A description of the railroad equipment covered by the enclosed document is:

300 center beam flat cars: CN 623800 – CN 624099.

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

Partial Termination of Security Agreement.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

(Groups II & III)

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PARTIAL TERMINATION OF SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

PARTIAL TERMINATION OF SECURITY AGREEMENT dated as of November 1, 2004 by **BTM Capital Corporation** (the "Secured Creditor") with reference to the following:

1. The Secured Creditor and **Summer Street Capital Trust** (the "Trust") (a trust established under the laws of Ontario pursuant to a declaration of trust made by **TD Trust Company**, a trust company established under the laws of Canada) entered into a Security Agreement dated as of December 11, 1997 (the "Security Agreement") whereby, among other things, the Trust mortgaged, charged, pledged, assigned, transferred and granted to the Secured Creditor a security interest in all of the Trust's right, title and interest in (a) three-hundred (300) hopper cars marked **CN 389000 to CN 389299 inclusive**, (b) one-hundred fifty (150) center beam flat cars marked **CN 623800 through CN 623949 inclusive** (the "Group II Equipment"), (c) one-hundred fifty (150) center beam flat cars marked **CN 623950 through CN 624099 inclusive** (the "Group III Equipment"), (d) all substitutions and replacements of any increases, additions and where applicable, accessations, to any of the above described equipment, (e) all licenses, or other rights and all records, titles, charts, plans, drawings, specifications, manuals and other documents related to the above described equipment and (f) proceeds in any form derived directly or indirectly from any dealing with any part of the above described equipment, all subject to certain exclusions and exceptions as specified therein;

2. Evidence of the Security Agreement, by way of a Summary of Security Agreement dated as of December 11, 1997 between the Secured Creditor and the Trust, was: (i) filed at the Surface Transportation Board ("STB") on December 19, 1997 at 12:35 P.M. under primary recordation number 21087 and (ii) deposited at the Registrar General of Canada ("RGC") on December 19, 1997 at 1:30 P.M. under document key 10646; and

3. In respect of the Group II Equipment and the Group III Equipment only, the Secured Creditor desires to set forth for the public record the matters specified below.

NOW THEREFORE, for good and valuable consideration, the Secured Creditor (i) terminates the Security Agreement (other than such indemnity and other provisions which by their nature are designed to survive the termination thereof) in respect of the Group II Equipment and the Group III Equipment only and (ii) releases any security interests in (and also in respect of matters contemplated in items 1) (d), 1) (e) and 1) (f) relating to) the Group II Equipment and the Group III Equipment only, all effective as of the day and year first above written.

[Execution on next page.]

