

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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888 16TH STREET, N.W.  
WASHINGTON, D.C. 20006-4103  
202-296-8600

SUSAN G. LICHTENFELD

December 20, 1989

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

9-355A048

RECORDATION NO. 14696 FILED  
DEC 21 1989 - 12 40 PM  
INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of a Partial Release of Railcar Lien dated April 11, 1989, relating to a Railcar Security Agreement, dated as of May 1, 1985, between The Pittsburgh and Lake Erie Railroad Company and The Connecticut National Bank, as security trustee (the "Railcar Security Agreement"), duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June 6, 1985, under Recordation Number 14696, which Railcar Security Agreement is a primary document as defined in the Commission's Rules for the Recordation of Documents.

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

The Connecticut National Bank,  
as security trustee  
777 Main Street  
Hartford, Connecticut 06115

A description of the railroad equipment covered by the enclosed document is set forth in Appendix A hereto.

Also enclosed is a check in the amount of \$15.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

DEC 21 1989  
11 53 AM '89



APPENDIX A100 70-Ton Hopper Cars

PLE 62010	PLE 62317	PLE 62711	PLE 63311
PLE 62011	PLE 62377	PLE 62715	PLE 63312
PLE 62015	PLE 62399	PLE 62716	PLE 63353
PLE 62024	PLE 62415	PLE 62720	PLE 63439
PLE 62052	PLE 62479	PLE 62739	PLE 63446
PLE 62054	PLE 62481	PLE 62744	PLE 63452
PLE 62070	PLE 62514	PLE 62793	PLE 63498
PLE 62092	PLE 62542	PLE 62813	PLE 63514
PLE 62117	PLE 62550	PLE 62850	PLE 63527
PLE 62146	PLE 62552	PLE 62944	PLE 63529
PLE 62154	PLE 62555	PLE 62999	PLE 63542
PLE 62189	PLE 62563	PLE 63111	PLE 63558
PLE 62212	PLE 62570	PLE 63119	PLE 63565
PLE 62235	PLE 62580	PLE 63127	PLE 63571
PLE 62252	PLE 62594	PLE 63131	PLE 63572
PLE 62257	PLE 62604	PLE 63140	PLE 63579
PLE 62267	PLE 62610	PLE 63146	PLE 63590
PLE 62270	PLE 62619	PLE 63158	PLE 63612
PLE 62280	PLE 62638	PLE 63166	PLE 63630
PLE 62297	PLE 62641	PLE 63179	PLE 63641
PLE 62303	PLE 62645	PLE 63182	PLE 63644
PLE 62309	PLE 62654	PLE 63189	PLE 63668
PLE 62316	PLE 62657	PLE 63216	PLE 63680
	PLE 62667	PLE 63257	PLE 63684
	PLE 62686	PLE 63268	PLE 63689
	PLE 62700	PLE 63298	

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RECORDATION NO. 14696-1  
FILED 1989

DEC 21 1989 -12 40 PM

PARTIAL RELEASE OF RAILCAR LIEN INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, a Delaware corporation (the "Railroad"), has heretofore executed and delivered its Railcar Security Agreement dated as of May 1, 1985 (the "Railcar Security Agreement") to THE CONNECTICUT NATIONAL BANK, a national banking association, as security trustee (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"); and

WHEREAS, the Railcar Security Agreement was duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 6, 1985, under Recordation Number 14696; and

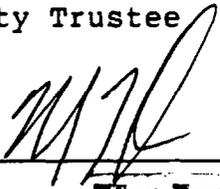
WHEREAS, the Railroad has requested the Security Trustee to release from the lien of the Railcar Security Agreement certain property hereinafter particularly described and has complied with all conditions of the Railcar Security Agreement and the Master Agreement precedent to such release.

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 the authority vested by the Master Agreement and the Railcar Security Agreement in the Security Trustee, does hereby RELEASE, REMISE, CONVEY AND QUIT CLAIM unto the Railroad, 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 Railcar Security Agreement 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 Railcar 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 officers as of this 11 day of April, 1989.

THE CONNECTICUT NATIONAL BANK,  
as Security Trustee

By: 

Title:       Vice President

STATE OF CONNECTICUT     )  
  ) SS  
COUNTY OF HARTFORD     )

On this 11 day of April, 1989, before me, the subscriber, Susan C. Chadbourne, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named MICHAEL M. HOPKINS to me personally known, who stated and acknowledged that he is a Vice President of The Connecticut National Bank, 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 11 day of April, 1989.

Susan C. Chadbourne

My commission expires: March 31, 1990

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