



Istel Rail Corporation

55 Francisco Street
San Francisco, CA 94133
(415) 984-4000
(415) 781-1035 Fax

RECORDATION NO 9935-11 FILED 1425

SEP 6 1989 -11 50 AM

INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Full Release and Termination of Assignment Agreement

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$26 recordation fee.

Please record this Release under the Lease Agreement dated October 5, 1978, between Istel Rail Corporation and Terminal Railway, Alabama State Docks, which was filed with the ICC on December 22, 1978, under Recordation No. 9935. Please cross-index Release under the Lease Assignment and Agreement dated as of September 30, 1986, as supplemented (as supplemented, the "Lease Assignment"), between Istel Rail Corporation and Heller Financial, Inc. ("Heller"), which was filed with the ICC on October 7, 1986, under Recordation No. 15064.

The parties to the aforementioned instrument are listed below:

Istel Rail Corporation (Borrower)
55 Francisco Street
San Francisco, California 94133

Heller Financial, Inc. (Secured Party)
200 North LaSalle Street
Chicago, Illinois 60601

This Release terminates the Lease Assignment in its entirety and completely releases Heller of any security interest it may have had in the leases and equipment identified therein.

Please return to the undersigned, the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker
Patricia Schumacker
Legal Assistant

RECORDATION NO. 9935-10
FILED 1425

SEP 6 1989 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

FULL RELEASE AND TERMINATION AGREEMENT

Full Release and Termination Agreement ("Release"), dated as of August 11, 1989 among ITEL Rail Corporation, a Delaware corporation ("Rail"), and Heller Financial, Inc., a Delaware corporation (the "Lender").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of September 30, 1986, between Rail and the Lender, as heretofore amended, modified or supplemented (the "Loan Agreement") the Lender agreed to make loans from time to time (the "Loans") to Rail; and

WHEREAS, the Loans are guaranteed pursuant to that certain guaranty dated as of September 30, 1986 by ITEL Railcar Corporation, a Delaware corporation, as heretofore amended, modified or supplemented (the "Guaranty"); and

WHEREAS, to secure repayment of the Loans, Rail entered into that certain Security Agreement dated as of September 30, 1986, made by Rail to the Lender as heretofore amended, modified or supplemented (the "Security Agreement") which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303(a) on October 7, 1986, and given Recordation No. 15063; and

WHEREAS, to further secure repayment of the Loans, Rail entered into that certain Pledge Agreement dated as of September 20, 1988, made by Rail to the Lender, as heretofore amended, modified or supplemented (the "Pledge Agreement"); pursuant to which Rail has pledged the Pledged Shares (as defined in the Pledge Agreement); and

WHEREAS, to further secure repayment of the Loans, Rail entered into those certain lease assignments from time to time, by and between Rail and the Lender, as heretofore amended, modified or supplemented (the "Lease Assignments") which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303(a) on October 7, 1986, and given Recordation No. 15064, pursuant to which Rail has assigned all of its rights in the Leases (as defined in the Lease Assignments) to the Lender; and

(5) In case any provision is or obligation under this Release shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provision or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(6) This Release shall be binding upon the parties hereto and their successors and assigns, for the uses and purposes above set forth and referred to effective immediately upon execution by the Lender and Rail.

(7) This Release may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same document.

(8) This release shall be governed by and construed in accordance with the laws of the State of Illinois.

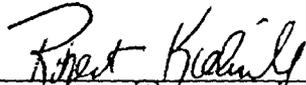
IN WITNESS WHEREOF, the parties have executed and delivered this Release as of the date first above written.

HELLER FINANCIAL, INC.

By: 

Title: SVP

ITEL RAIL CORPORATION

By: 

Title: Vice President and Treasurer