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November 12, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

RECORDATION NO. 14473-E FILED

NOV 19 '99 3-00PM

Railbox Company Override and Security Agreement

Dear Mr. Williams:

In accordance with 49 U.S.C. §11301, we submit herewith for recording with the Surface Transportation Board original counterparts of the document described below.

This document is a release and termination statement, a "secondary document", dated as of January 1, 1999. The primary document to which this is related is the Override and Security Agreement dated as of January 1, 1984, filed with the Interstate Commerce Commission on November 14, 1984, and assigned recordation number 14473.

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

Debtor

Railbox Company
101 North Wacker Drive
Chicago, Illinois 60606.

Original secured party, trustee

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

Successor secured party, trustee

The Bank of New York
101 Barclay Street
New York, New York 10286

November 12, 1999

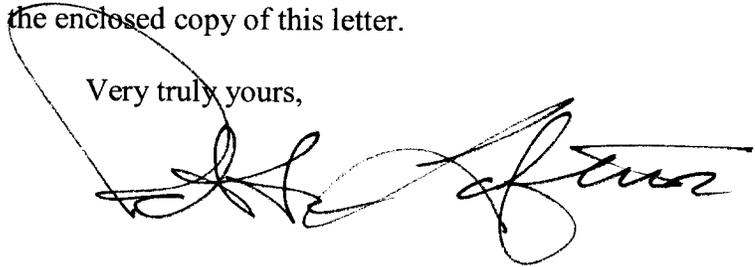
The recordation fee of \$26.00 is enclosed. After recordation, please return the counterparts not needed by the Board, stamped with the Board's recordation data, to the undersigned at the above address.

A short summary of the document for use in the index follows:

Release and Termination Statement dated as of January 1, 1999, by The Bank of New York, successor to Mercantile-Safe Deposit and Trust Company, as "Lender Trustee," terminating the security interest of the Lender Trustee under the Override and Security Agreement dated as of January 1, 1984, among Railbox Company, Trailer Train Company, Mercantile-Safe Deposit and Trust Company, as agent and trustee in various capacities, and certain owner-trustees therein named, and releasing the interest of the Lender Trustee in the collateral covered thereby.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

A handwritten signature in black ink, appearing to be "D. H. [unclear]", written in a cursive style.

RELEASE AND TERMINATION STATEMENT
OVERRIDE AND SECURITY AGREEMENT

RECORDATION NO.

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RELEASE AND TERMINATION STATEMENT dated as of January 1, 1999, by THE BANK OF NEW YORK, a New York banking corporation, not in its individual capacity but solely as trustee (hereinafter called the **Lender Trustee**) under the Railbox Lender Participation and Trust Agreement referred to below.

WHEREAS pursuant to the **Railbox Lender Participation and Trust Agreement** (hereinafter so called) dated as of January 1, 1984, by and among Mercantile-Safe Deposit and Trust Company, Trailer Train Company, the parties listed in Schedule 1 thereto and the parties listed in Schedule 2 thereto, Mercantile-Safe Deposit and Trust was appointed trustee for the lenders named therein;

WHEREAS Railbox Company, Trailer Train Company, Mercantile-Safe Deposit and Trust Company, as agent in various capacities, and First Illinois Bank of Evanston, N.A., First Security Bank of Utah, National Association, The Connecticut Bank and Trust Company, National Association, and First Security State Bank, as owner-trustees, are parties to the **Override and Security Agreement** (hereinafter so called) dated as of January 1, 1984, pursuant to which Railbox Company granted to Mercantile-Safe Deposit and Trust Company, as Lender Trustee, a lien on and security interest in certain collateral therein described;

WHEREAS the Override and Security Agreement was filed and recorded with the Interstate Commerce Commission on November 14, 1984, and assigned recordation number 14473;

WHEREAS The Bank of New York has succeeded Mercantile-Safe Deposit Trust Company as Lender Trustee under the Railbox Lender Participation and Trust Agreement and the Override and Security Agreement; and

WHEREAS the Override and Security Agreement, by Section 8.06 thereof, contemplates termination of the lien and security interest created thereby under certain circumstances specified in Section 5.06 of the Railbox Lender Participation and Trust Agreement, and the conditions for such termination specified in clause (i) thereof have been satisfied.

