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10390-E
MAY - 9 1995 1:10 PM
RECORDATION NO. 10390-E
MAY 9 1995 1:10 PM
RECORDATION NO. 10390-E

May 5, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECEIVED
OFFICE OF THE
SECRETARY
MAY 9 1 04 PM '95
LICENSING BRANCH

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Termination of Lease, dated as of April 28, 1995, a secondary document as defined in the Commission Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement duly filed with the Commission under Recordation Number 10390.

The names and addresses of the parties to the enclosed document are:

Lessor	:	General Electric Railcar Services Corporation 33 W. Monroe Street Chicago, Illinois 60603
Lessee	:	Illinois Central Railroad 455 N. Cityfront Plaza Drive Chicago, Illinois 60611

A description of the railroad equipment relating to the enclosed document is attached to the Termination of Lease as Schedule 1.

County Parts

Mr. Vernon A. Williams
May 5, 1995
Page Two

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 10390-E FILED 1425

MAY - 9 1995 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

TERMINATION OF LEASE

THIS TERMINATION OF LEASE is made as of April 28, 1995, by General Electric Railcar Services Corporation, a Delaware corporation ("Lessor"), and Illinois Central Railroad Company, a Delaware corporation formerly known as Illinois Central Gulf Railroad ("Lessee").

WITNESSETH:

WHEREAS, McDonnell Douglas Finance Corporation, a Delaware corporation ("Prior Lessor"), previously owned certain open-top hopper cars more fully described on Schedule 1 attached hereto (the "Units") and pursuant to that certain Lease Agreement No. 254 (ICC Recordation No. 10390) dated as of May 21, 1979, along with that certain Lease Addendum dated as of May 2, 1980 (ICC Recordation No. 10390-A), Lease Addendum No. 1 dated as of May 21, 1979, Lease Addendum No. 2 dated as of May 21, 1979, and Individual Equipment Record No. 254-006 (ICC Recordation No. 10390-B) between Prior Lessor and Lessee (collectively, the "Lease"), leased the Units to Lessee;

WHEREAS, pursuant to certain agreements between Prior Lessor and Lessor, Prior Lessor sold, assigned, transferred and conveyed the Units to Lessor, and Prior Lessor sold, assigned, transferred and conveyed to Lessor all of Prior Lessor's right, title, interest, duties, obligations, and liabilities in and to the Lease with respect to the Equipment and Lessor now leases the Equipment to Lessee pursuant to the Lease; and

WHEREAS, the duties and obligations of the parties to the Lease with respect to the Units have been satisfied and discharged;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Lease in the files of the Interstate Commerce Commission as it relates to the Units, Lessor and Lessee hereby terminate the Lease as it relates to the Units and release each party from its obligations and liabilities thereunder as of the date herein first written above; *provided, however*, that all obligations and liabilities of the parties to the Lease with respect to the indemnity set forth in Section 15 of the Lease shall remain in full force and effect to the extent they relate to an occurrence or event during the period of time prior to the effective date of this Termination of Lease.

This Termination of Lease shall not terminate the Lease as to any open-top hopper cars or railcars described therein other than the Units, and the Lease remains in full force and effect with respect to any other railcars.

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Lease to be duly executed as of the date hereinabove first written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By:  _____

Title: Senior Vice President - Finance _____

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Lease to be duly executed as of the date hereinabove first written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____

Title: _____

ILLINOIS CENTRAL RAILROAD COMPANY

By:  _____

Title: **TREASURER** _____

STATE OF _____)
COUNTY OF _____)

ss:

On this ____ day of _____, 1995, before me personally appeared the within named _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of General Electric Railcar Services Corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notary Seal]

My commission expires: _____

STATE OF Illinois)
COUNTY OF Cook)

ss:

On this 28th day of April, 1995, before me personally appeared the within named D.A. Kovan, to me personally known, who, being by me duly sworn, says that (s)he is Treasurer of Illinois Central Railroad Company, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marietta D. Sullivan
Notary Public

[Notary Seal]



My commission expires: Jan 31, 1997

EQUIPMENT

Ninety-eight (98), eighty-three (83) ton 40'8" all steel open-top coal covered hopper cars with bottom dump and bearing reporting marks ICG 340600-340699 (both inclusive, but excluding numbers 340633 and 340639)