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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

JUN 28 12 07 PM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

*Go to,*

June 28, 1996

RECORDATION NO. 10390-F FILED 1425  
JUN 28 1996 12 30 PM  
MONTANA COMMERCE COMMISSION

*Alvord parts -*

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 <sup>four (4)</sup> ~~two (2)~~ copies of a Termination of Lease, dated as of June 28, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement previously 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 West Monroe Street  
Chicago, Illinois 60603
- Lessee: Illinois Central Railroad Company  
455 North Cityfront Plaza Drive  
Chicago, Illinois 60610

A description of the railroad equipment covered by the enclosed document is set forth on Schedule I attached to the Termination of Lease.

Mr. Vernon A. Williams  
June 28, 1996  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures

RECORDATION NO. 10390-T  
FILED 1426  
JUN 28 1996 - 12 P.M.  
ILLINOIS CENTRAL RAILROAD COMMISSION

**TERMINATION OF LEASE**

**THIS TERMINATION OF LEASE** is made as of June 28, 1996, by General Electric Railcar Services Corporation, a Delaware corporation ("Lessor"), and Illinois Central Railroad Company, a Delaware corporation ("Lessee") formerly known as Illinois Central Gulf Railroad.

**WITNESSETH:**

**WHEREAS**, McDonnell Douglas Finance Corporation, a Delaware corporation ("Prior Lessor"), previously owned certain covered hopper cars more fully described on Schedule 1 attached hereto (the "Units") and pursuant to that certain Equipment Agreement (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 Records Nos. 254-001, 254-002, 254-003, 254-004 and 254-005 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 and interest in and to the Units and the Lease, and Lessor assumed the future duties, obligations and liabilities of Prior Lessor under the Lease with respect to the Equipment and Lessor now leases the Equipment to Lessee pursuant to the Lease; and

**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 Surface Transportation Board and 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 set forth in Sections 4 and 15 of the Lease and in Lease Addendum No. 2 forming part of the Lease shall remain in full force and effect to the extent they relate to an occurrence, condition or event arising or existing 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 covered hopper cars or railcars described therein other than the Units, and the Lease remains in full force and effect with respect to any such other hopper cars or railcars.

This Termination of Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**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: *Murray R. Powell*

Title: *Executive Vice President Sales*

**ILLINOIS CENTRAL RAILROAD COMPANY**

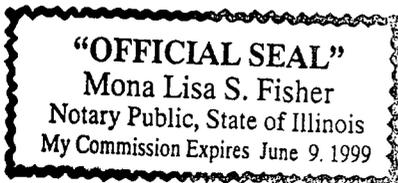
By: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF Illinois )  
 ) ss:  
COUNTY OF Cook )

On this 26th day of June, 1996, before me personally appeared the within named Marion R. Powell, to me personally known, who, being by me duly sworn, says that (s)he is Executive VP 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.



[Signature]  
Notary Public

[Notary Seal]

My commission expires: June 9, 1999

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1996, before me personally appeared the within named \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that (s)he is \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

[Notary Seal]

My commission expires: \_\_\_\_\_



**SCHEDULE 1**

**EQUIPMENT**

One hundred twenty-four (124), 100 ton covered hopper cars with 4750 cubic foot capacity manufactured by Pullman Standard and bearing reporting marks ICG 766700 to 766832 (both inclusive, but excluding numbers ~~ICG~~ 766701, 766742, 766748, 766784, 766785, 766795, 766798, 766800 and 766828). *ICG*

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

6/28/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of  
the Interstate Commerce Act, 49 U.S.C. 11303, on 6/28/96 at 12:10PM , and 12:15PM  
assigned recordation number(s). 10390-F and 20161.

Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

