

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

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

20006-2973
(202) 393-2266
FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 17548-A

FILED 1025

AUG 11 1992 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

August 11, 1992

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies of a Full Termination and Release of Security Interest and Liens dated as of August 5, 1992, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Loan and Security Agreement dated September 30, 1991 between Illinois Central Railroad Company, Debtor, and Pitney Bowes Credit Corporation which was filed and recorded with the Commission under Recordation Number 17548.

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

Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, Connecticut 06851-5151

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Aug 11 1 03 PM '92
RECORDATION DEPARTMENT

[Handwritten signatures]

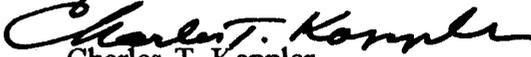
Mr. Sidney L. Strickland, Jr.
August 11, 1992
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Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq.,
Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's
Index is:

Full and complete release.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

RECORDATION NO 17548-A FILED 1423

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FULL TERMINATION AND RELEASE OF SECURITY INTEREST AND LIENS INTERSTATE COMMERCE COMMISSION

The undersigned, Pitney Bowes Credit Corporation, as secured party under the Loan and Security Agreement (as hereinafter defined), for good and valuable consideration, receipt of which is hereby acknowledged, hereby terminates, releases and discharges any and all rights, security interests, liens and other interests (except for such obligations which, by their terms, survive payment of the notes or termination of the Loan and Security Agreement) in to and under the Loan and Security Agreement dated September 30, 1991 by and between Illinois Central Railroad Company, a Delaware corporation ("Debtor") and Pitney Bowes Credit Corporation, as secured party, recorded with the Interstate Commerce Commission on October 2, 1991 under Recordation Number 17548, (the "Loan and Security Agreement"), including all "Collateral" under and as defined in the Loan and Security Agreement, and Pitney Bowes Credit Corporation, as secured party, hereby terminates the Loan and Security Agreement.

Executed as of this 5th day of August, 1992.

Pitney Bowes Credit Corporation

By: Stephen Mignone

Title: Manager, Operations

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

On this 5th day of August, 1992, before me personally appeared Stephen Mignone, Manager, Operations of Pitney Bowes Credit Corporation, who proved to me on the basis of satisfactory evidence to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Walter A. Tulas
Notary Public
My Commission expires 10/31/96