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March 13, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 19657-A FILED
MAR 13 '00 3-21 PM
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Release and Termination of Amended and Restated Security Agreement dated as of March 10, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Security Agreement which was previously filed with the Commission/Board under Recordation Number 19657.

The name and address of the party to the enclosed document are:

Secured Party: Fleet National Bank
(successor to Bank Boston)
1 Federal Street
Boston, MA 02210

[Debtor: Kiamichi Railroad Company]

A description of the railroad equipment covered by the enclosed document is:

two (2) locomotives KRR 3807 and KRR 3808

RJ

Mr. Vernon A. Williams
March 13, 2000
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Also enclosed is a check in the amount of \$26.00 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,



Robert W. Alvord

RWA/bg
Enclosures

MAR 13 '00 3-21 PM

PARTIAL RELEASE AND TERMINATION
OF
AMENDED AND RESTATED SECURITY AGREEMENT
UNDER RECORDATION NOS. 19657 AND 18503-C
AND OF
SECURITY AGREEMENT UNDER RECORDATION NO. 21523
AND OF
AMENDED AND RESTATED SECURITY AGREEMENT UNDER RECORDATION NO. 21523-A

SURFACE TRANSPORTATION BOARD

THIS PARTIAL RELEASE AND TERMINATION is made as of this 10th day of March, 2000, by FLEET NATIONAL BANK ("Fleet"), as the successor in interest to BANKBOSTON, N.A. ("BKB").

WHEREAS, The First National Bank of Boston (as predecessor in interest to BKB, as predecessor in interest to Fleet), as secured party, and Kiamichi Railroad Company, L.L.C. ("Kiamichi"), as debtor, entered into that certain Amended and Restated Security Agreement dated as of October 3, 1995, recorded on October 6, 1995 with the Interstate Commerce Commission (as predecessor in interest to the Surface Transportation Board (the "STB")) under Recordation Nos. 19657 and 18503-C; and

WHEREAS, BKB (as predecessor in interest to Fleet), as secured party, and Alabama & Gulf Coast Railway LLC ("AGC"), as debtor, entered into that certain Security Agreement dated as of, and recorded on, July 23, 1998 with the STB under Recordation No. 21523; and

WHEREAS, BKB (as predecessor in interest to Fleet), as secured party, and AGC, Kiamichi and StatesRail Equipment Company LLC, as debtors, entered into that certain Amended and Restated Security Agreement dated as of, and recorded on, October 21, 1999 with the STB under Recordation No. 21523-A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Fleet hereby terminates, releases and discharges *solely* its lien on, and security interest in, the following GP38 locomotives covered by the terms of each of the aforesaid agreements:

<u>Old Mark</u>	<u>New Mark</u>
KRR 3807	TOR 2004
KRR 3808	TOR 2005

THIS PARTIAL RELEASE AND TERMINATION shall not be deemed a release or termination of any of the aforesaid agreements, nor of the interest of Fleet in and to any other railroad equipment covered by the aforesaid documents.

IN WITNESS WHEREOF, the party hereto has executed this Partial Release and Termination as of the day, month and year first hereinabove written.

FLEET NATIONAL BANK

By: *R. H. Hamilton*
Name: *RICHARD H. HAMILTON*
Title: *GROUP MANAGER*

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this 10th day of March, 2000 before me personally appeared Richard H. Hawkins, to me personally known, who by me duly sworn, says that ~~he~~ she is the Group Manager of Fleet National Bank ("Bank"), that the foregoing instrument was signed on behalf of Bank by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of Bank.

In witness whereof, I have hereunto set my hand and official seal.



Notary Public
[SEAL]
My commission expires: 11/27/03