

RECORDATION NO. 18104-E FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973

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

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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

November 17, 2000

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 two (2) copies of a Release and Termination, dated October 2, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Numbers 18104 and 18183.

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

Secured Party: UNUM Life Insurance
Company of America
221 Congress Street
Portland, Maine 04122

[Debtor: IC Leasing Trust II]

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

17 SD40-2 locomotives IC 6144 - IC 6160

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A short summary of the schedule to appear in the index follows:

Release and Termination of security interest by UNUM Life Insurance Company of America covering 17 SD40-2 locomotives IC 6144 - IC 6160.

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 stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RELEASE AND TERMINATION BY SECURED PARTY

dated as of October 2, 2000.

WHEREAS, UNUM Life Insurance Company of America as lender (the "Secured Party") and **IC Leasing Trust II** [a Delaware trust created pursuant to a Trust Agreement dated as of March 30, 1993 between **Wilmington Trust Company** as trustee and **IC Leasing Corporation II** ("ICLC-II") as beneficiary] as borrower (the "Debtor") entered into a Security Agreement and Mortgage dated as of March 30, 1993 (the "Security Agreement") whereby, among other things, the Secured Party was granted a security interest in the Collateral (as defined therein), which Collateral included the seventeen (17) General Motors EMD SD40-2 diesel-electric locomotives bearing the following marks and numbers: i) prior to acquisition, **BN 6753 to BN 6759** inclusive, **BN 6761 to BN 6764** inclusive, **BN 6766** and **BN 6768 to BN 6772** inclusive and ii) after acquisition, **IC 6144 to IC 6160** inclusive (the "Equipment"), until the Debtor fully satisfied its obligations thereunder;

WHEREAS, the Debtor [as successor-in-interest to ICLC-II pursuant to an Assignment of Lease and Conveyance dated as of March 30, 1993 between ICLC-II and the Debtor] as lessor and **Illinois Central Railroad Company** as lessee entered into a Railroad Locomotive Lease Agreement dated as of January 14, 1993, Schedule 1, Schedule 2 and Schedule 3 thereto each dated as of January 14, 1993, (collectively, the "Lease") covering the Equipment;

WHEREAS, the Debtor and the Secured Party entered into an Assignment of Lease and Agreement dated as of March 30, 1993 (the "Lease Assignment") whereby, among other things, the Debtor assigned to the Secured Party, as collateral security for the payment and performance of the Debtor's obligations under the Security Agreement, all its right, title and interest in the Lease (including, among other things, the right to receive all Payments (as defined therein) under the Lease);

WHEREAS, ICLC-II and the Secured Party entered into a Support Agreement dated as of March 30, 1993 (the "Support Agreement") whereby, among other things, ICLC-II made certain covenants, for the benefit of the Secured Party, to be observed for so long as any amounts remain unpaid under the Security Agreement;

WHEREAS, in connection with the financing of the purchase price of the Equipment pursuant to the Security Agreement, the Debtor issued a promissory note in favor of the Secured Party in the principal amount of U.S.\$ 4,454,000.00, bearing interest at the rate of 6.11% per annum and maturing on September 30, 2000;

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AND WHEREAS, as of the date hereof, all amounts due under the Security Agreement, including principal and interest in connection with such promissory note, have been paid in full.

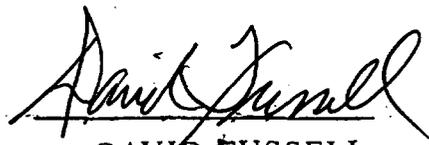
NOW THEREFORE, the Secured Party hereby i) releases its security interest in the Collateral including, but not limited to, the Equipment and ii) acknowledges and agrees that the Lease Assignment and the Support Agreement have terminated.

IN WITNESS WHEREOF, the Secured Party has caused this Release and Termination to be executed, by its officers thereunto duly authorized, as of the day and year first above written.

**UNUM LIFE INSURANCE
COMPANY OF AMERICA,**

By: _____

Its: _____



**DAVID FUSSELL
SENIOR VICE PRESIDENT**

By: _____

Its: _____

Recordation Particulars:

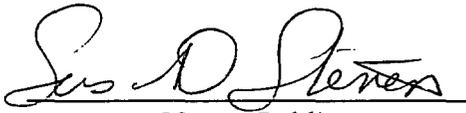
- i) On January 25, 1993 at 2:15 P.M., such Schedule 1 was filed with the Interstate Commerce Commission [predecessor to the Surface Transportation Board] (the "STB") pursuant to 49 U.S.C. S11303 (now S11301) and assigned recordation number 18104;
- ii) On March 9, 1993 at 1:05 P.M., such Schedule 2 was similarly filed at the STB and assigned recordation number 18104-A;
- iii) On March 30, 1993 at 2:15 P.M., such Schedule 3, such Assignment of Lease and Conveyance & such Assignment of Lease and Agreement were similarly filed at the STB and assigned recordation numbers 18104-B, 18104-C and 18104-D, respectively; and
- iv) On March 30, 1993 at 2:15 P.M., such Security Agreement and Mortgage was similarly filed at the STB and assigned recordation number 18183.

IC File Reference: 2070-14 (or 1092)

STATE OF TENNESSEE)
) ss:
COUNTY OF HAMILTON)

*In the matter of a Release
and Termination dated as
of October 2, 2000*

On this 2ND day of November, 2000, before me personally appeared David Fusell, to me personally known, who, being by me duly sworn, says that he / she is Senior Vice President of UNUM Life Insurance Company of America, that the foregoing instrument was signed on behalf of said corporation 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 said corporation.


Notary Public

My commission expires: March 6, 2002

[Notarial Seal]