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October 8, 2001



BY FEDERAL EXPRESS

Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423

Attn.: Mr. Vernon Williams

Re: Terminations for Recording

RECORDATION NO. 20178-C FILED

OCT 15 '01 3-89 PM

Dear Sir or Madam:

SURFACE TRANSPORTATION BOARD

Enclosed herewith for recording are two notarized originals of the following documents:

1. Termination of Railcar Lease Agreement (your file no. 19871);
2. Termination of Railcar Lease Agreement (your file no. 20403);
3. Termination of Note and Security Agreement (your file no. 20178);
4. Termination of Assignment Agreement (your file no. 19871) and
5. Termination of Assignment Agreements (your file no. 20403).

Please complete the enclosed check for your fee. Please notify the undersigned by collect telephone call when the recording has occurred and return your evidence of recording to me in the enclosed envelope.

Please telephone me collect if there are any problems with the recording.

Thank you.

Very truly yours,

Bertram C. Izant

BCI/os
Enclosures



TERMINATION OF NOTE AND SECURITY AGREEMENT

This Termination of Note and Security Agreement (this "Termination") is dated as of September 19, 2001 by NationsBank Leasing Corporation ("Secured Party") for the benefit of Railroad Technology Corporation ("Debtor").

RECITALS

A. Secured Party and Debtor are parties to that certain Note and Security Agreement (Fixed Rate and Level Payments) dated as of May 22, 1996 filed with the Surface Transportation Board under Recordation Number 20178 (the "Note and Security Agreement") with respect to nine (9) platform TOFC railcars bearing reporting marks CR 790049, CR 790052, CR 790053 (now NYC 790053), CR 780054 (now NYC 780054), CR 790055, CR 790056, CR 790057, CR 790058 and CR 790072 (now NYC 790072) (the "Equipment").

B. Secured Party also caused to be recorded with the Surface Transportation Board an Assignment of Lease with respect to the Equipment and an Intercreditor and Custodial Agreement with respect to the Equipment (collectively, the "Assignment Documents").

C. Debtor has satisfied all its obligations under the Note and Security Agreement with respect to the Equipment.

D. Secured Party desires to confirm and release Debtor from any and all obligations under the Security Agreement and the Assignment Documents and to confirm that it has no interest in the Equipment.

CONSENT AND TERMINATION

1. Secured Party hereby forever terminates any and all liens and security interests in the Equipment granted to it under the Security Agreement. Such liens and security interests in the Equipment shall be forever terminated upon filing of this Termination with the Surface Transportation Board, at which time all of Secured Party's right, title and interest in and to the Equipment shall be null and void.

2. Secured Party also hereby forever terminates any and all liens and security interests in the Equipment granted to it under the Assignment Documents. Such liens and security interests in the Equipment shall be forever terminated upon filing of this Termination with the Surface Transportation Board, at which time all of Secured Party's right, title and interest in and to the Equipment shall be null and void.

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SURFACE TRANSPORTATION BOARD

IN WITNESS WHEREOF, pursuant to due authority, Secured Party has executed this Termination as of the date first above written.

NATIONSBANC LEASING CORPORATION

By: Carol Jones

Printed Name: _____

CAROL JONES
VICE PRESIDENT

Title: _____

NOTARIZATION

David C. Beall
Notary Public, Gwinnett County, Georgia
My Commission Expires March 20, 2005