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May 15, 2002

RECORDATION NO. 19657-B FILED

MAY 15 '02 2-39 PM

SURFACE TRANSPORTATION BOARD

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Instrument of Termination of Security Agreements, a secondary document, dated May 13, 2002. The primary document to which this is connected is recorded under Recordation No. 19657. We request that one copy of this document be recorded under Recordation No. 19657-B.

The name and address of the party to the Instrument of Termination of Security Agreements is:

Secured Party:

Fleet National Bank
100 Federal Street
Boston, MA 02110

A description of the equipment covered by the Instrument of Termination of Security Agreements consists of all now owned or hereafter acquired.

A fee of $30.00 is enclosed. Please return one original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: an Instrument of Termination of Security Agreements by Fleet National Bank, 100 Federal Street, Boston, MA 02110, covering all now owned or hereafter acquired property.

Very Truly Yours,

Louis E. Gitomer

Enclosures

INSTRUMENT OF TERMINATION OF SECURITY AGREEMENTS

FLEET NATIONAL BANK, as successor-in-interest to The First National Bank of Boston and BancBoston, N.A. ("Fleet Bank"), this 13th day of May, 2002, terminates the following security interests:

1. A Security Agreement dated as of December 7, 1993 between Kiamichi Railroad Company, Inc. ("KRRC"), debtor, and The First National Bank of Boston ("FNB"), secured party, as amended, which was recorded at the Interstate Commerce Commission (the "ICC") on December 8, 1993 under Recordation No. 18503 for "all properties, assets and rights of" KRRC "of every kind and nature, wherever located, now owned or hereafter acquired or arising." An Amended and Restated Security Agreement dated as of October 3, 1995 between KRRC and FNB which was recorded at the ICC on October 6, 1995 under Recordation No. 18503-C for "all now owned or hereafter acquired" equipment.

2. An Amended and Restated Security Agreement dated as of October 3, 1995 between KRRC, debtor, and FNB which was recorded at the ICC on October 6, 1995 under Recordation No. 19657 for all now owned or hereafter acquired property.

3. A Security Agreement dated as of July 18, 1997 among Kyle Railways, Inc. ("KYRY"), Kyle Railroad Company ("KYRR"), San Joaquin Valley Railroad Company ("SJVR"), California Western Railroad, Inc. ("CW"), Eastern Alabama Railway, Inc. ("EARY"), SWKR Operating Co., Inc. ("SWKR"), Railroads of Hawaii, Inc., Idaho Western Railway Co., Port Railroads, Inc., San Pedro Trails, Inc., St. Louis Car, Inc., and any other subsidiaries of StatesRail, Inc., and BankBoston, N.A., as agent, which was recorded at the Surface Transportation Board (the "STB") on August 11, 1997 under Recordation No. 20813 for all now owned or hereafter acquired properties, assets and rights.

4. A Security Agreement dated as of July 22, 1998 between Alabama & Gulf Coast Railway LLC ("AGR"), debtor, and BankBoston, N.A., lender, which was recorded at the STB on July 23, 1998 under Recordation No. 21523 for all now owned or hereafter acquired properties, assets and rights. An Amended and Restated Security Agreement dated as of October 21, 1999among AGR, KRRC, and StatesRail Equipment Company LLC, borrowers, and BankBoston, N.A., lender, was recorded at the STB on October 21, 1999 under Recordation No. 21523-A for all now owned or hereafter acquired properties, assets and rights.

WHEREAS, Fleet Bank desires to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties identified in items 1 to 4 above and their successors and assigns under the liens identified in items 1 to 4 above.

NOW, THEREFORE, in consideration of the premises, Fleet Bank agrees that the liens created by the agreements identified in items 1 to 4 above are released and terminated.

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SURFACE TRANSPORTATION BOARD

IN WITNESS WHEREOF, Fleet Bank has executed or caused this Instrument to be executed as of the date first above written.

FLEET NATIONAL BANK, as successor-in-interest to
The First National Bank of Boston and BancBoston, N.A.

By: _____
Its: Vice President

Commonwealth of Massachusetts)
) ss.
County of Suffolk)

On this 13 day of May, 2002, before me, Caryn Suffredini, the undersigned Notary Public, personally appeared David J. Doucette personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

_____
Notary Public for Suffolk County, Boston Massachusetts
My Commission expires on 11/27/03