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RECORDATION NO. 22891-A FILED

JAN 26 '04

3-31 PM

SURFACE TRANSPORTATION BOARD

January 26, 2004

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

Dear Secretary Williams:

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

The document is a Partial Termination of Security Agreement, a secondary document, dated as of November 30, 2003. The primary document to which this is connected is recorded under Recordation No. 22891. We request that one copy of this document be recorded under Recordation No. 22891-A.

The names and addresses of the parties to the Partial Termination of Security Agreement are:

Secured Party:

Fleet Capital Corporation
One Financial Plaza 5th Floor
Providence RI 02903

Borrower:

Taylor Machine Works, Inc.
650 North Church Avenue
Louisville, MS 39339

A description of the equipment covered by the Partial Termination of Security Agreement consists of three GP40-2 locomotives numbered CN 9538, 9556, and 9582.

BALL JANIK LLP

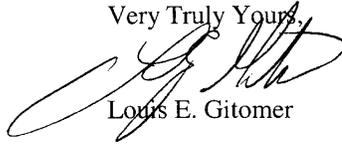
Honorable Vernon A. Williams
January 26, 2004
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A fee of \$ 30.00 is enclosed. Please return one original to:

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: a Partial Termination of Security Agreement between Fleet Capital Corporation, One Financial Plaza 5th Floor, Providence RI 02903, and Taylor Machine Works, Inc., 650 North Church Avenue, Louisville, MS 39339, covering three GP40-2 locomotives numbered CN 9538, 9556, and 9582.

Very Truly Yours,



Louis E. Gitomer

Enclosures

PARTIAL TERMINATION OF SECURITY AGREEMENT

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT is made as of November 30, 2003 by Fleet Capital Corporation ("Fleet"), as secured party, and Taylor Machine Works, Inc. ("Taylor"), as borrower.

WITNESSETH:

WHEREAS, Fleet and Taylor are parties to that certain Memorandum of Security Agreement dated as of January 1, 2000 (the "Security Agreement"), which has been recorded with the Surface Transportation Board (the "Board") on April 12, 2000 under Recordation Number 22891; and

WHEREAS, the duties and obligations of the parties to the Security Agreement have been satisfied and discharged with respect to locomotives identified in the Attachment;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Security Agreement with respect to locomotives identified in the Attachment in the files of the Board, Fleet and Taylor hereby terminate and cancel the Security Agreement with respect to locomotives identified in the Attachment as of the date herein first written above; provided that this termination does not apply to provisions of the Security Agreement stated to survive such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Partial Termination of Security Agreement to be duly executed as of the date hereinabove first written.

Fleet Capital Corporation

By: 
Title: SENIOR VICE PRESIDENT

Taylor Machine Works, Inc.

By: 
Title: J. V. PRES

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SURFACE TRANSPORTATION BOARD

STATE OF Georgia)
) ss.
COUNTY OF Cobb)

On this 21st day of January, 2004, before me personally appeared JOHN W GEIZ, to me personally known, who being duly sworn, says that he is an officer of Fleet Capital Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Angela R. Sternley
Notary Public Angela R. Sternley

My commission expires: **Notary Public, Paulding County, Georgia
My Commission Expires June 6, 2005**

STATE OF Mississippi)
) ss.
COUNTY OF Winston)

On this 20th day of January, 2004, before me personally appeared Jeremy M. Kausay, to me personally known, who being duly sworn, says that he is an officer of Taylor Machine Works, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Chris G. Smith
Notary Public

My commission expires: **Notary Public State of Mississippi At Large
My Commission Expires: June 3, 2007
Bonded Thru Heiden, Brooks & Garland, Inc.**

ATTACHMENT TO PARTIAL
TERMINATION OF SECURITY AGREEMENT
DATED AS OF NOVEMBER 30, 2003

<u>Manufacturer</u>	<u>Locomotive Model</u>	<u>Transit Number</u>
EMD	GP40-2	9538
EMD	GP40-2	9556
EMD	GP40-2	9582

JH