

RECORDATION NO. 19728-A FILED

JUL 13 '04 2-29 PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL  
URBAN A. LESTER

July 13, 2004

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 Termination and Release of Security Interest, dated as of May 25, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and relates to the Security Agreement and Assignment which was previously filed with the Commission under Recordation Number 19728.

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

Secured Party: Fleet Capital Corporation (successor in interest  
to BankBoston Leasing Inc.)  
One Financial Plaza, 5th Floor  
Providence, Rhode Island 02903

[Debtor: Rail Equipment Associates, L.P. 1993-A  
200 Galleria Parkway, Suite 1705,  
Atlanta, Georgia 30339]

Mr. Vernon A. Williams  
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A description of the railroad equipment covered by the enclosed document  
is:

88 railcars as more particularly set forth in the equipment schedule  
attached to the document – the same railcars described in Recordation  
Number 19728.

A short summary of the document to appear in the index is:

Termination and Release of Security Interest.

Also enclosed is a check in the amount of \$30.00 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

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## Termination and Release of Security Interest

SURFACE TRANSPORTATION BOARD

Fleet Capital Corporation, successor by merger to BancBoston Leasing Inc. ("Secured Party"), for good and valuable consideration the receipt and sufficiency of which is acknowledged, terminates and releases its rights and interests (including without limitation any security interests, liens, chattel mortgages, and other rights and interests as secured party) in and to, or pursuant to, any or all of the following:

Secured Party's rights and interests pursuant to the Security Agreement and Assignment dated as of November 28, 1995, between Rail Equipment Associates, L.P. 1993-A, as debtor, and BancBoston Leasing Inc., as secured party, with respect to the railroad rolling stock described in Schedule A and Schedule B thereto (the "Cars"). Copies of that Schedule A and that Schedule B are attached to this instrument.

A memorandum of Secured Party's rights and interests with respect to the Cars as secured party was recorded with the Interstate Commerce Commission on November 29, 1995, under Recordation No. 19728. Without limiting the generality of the foregoing, Secured Party releases and terminates its rights and interests covered by that memorandum.

EXECUTED as of May 25, 2004.

FLEET CAPITAL CORPORATION

By: John F. Cuddy

Name/John F. Cuddy

Title: Assistant Vice President

State of Rhode Island, County of Providence

On May 25, 2004, before me personally appeared John F. Cuddy, to me personally known, who being by me duly sworn says that he is Assistant Vice President of Fleet Capital Corporation, and that he executed the foregoing instrument 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.

Notary PublicMy commission expires: Sept 20, 2005

[NOTARIAL SEAL]

SCHEDULE A

To

Security Agreement and Assignment

Dated As of November 28, 1995

Eighty-Eight (88) 50-Foot (approximately), 70-Ton, Rigid Underframe, Plate C, Boxcars bearing reporting marks as follows, including such boxcars as they were formerly marked and as they may subsequently be remarked:

New		Old/Current		New		Old/Current	
Mark	Number	Mark	Number	Mark	Number	Mark	Number
GNRR	4200 ✓	MISS	62028	GNRR	7143 ✓	MISS	140524
GNRR	7100	DVS	40497	GNRR	7144	MISS	140525
GNRR	7101	DVS	40498	GNRR	7145 ✓	MISS	140526
GNRR	7102	DVS	40612	GNRR	7146 ✓	MISS	140529
GNRR	7103	DVS	40516	GNRR	7147	MISS	140531
GNRR	7104	DVS	40518	GNRR	7148 ✓	MISS	140532
GNRR	7105	DVS	40522	GNRR	7149 ✓	MISS	140535
GNRR	7106	DVS	40530	GNRR	7150 ✓	MISS	140536
GNRR	7107	DVS	40533	n/a	n/a	ICG	501598 ✓
GNRR	7108	DVS	40567	n/a	n/a	ICG	501599 ✓
GNRR	7109	MISS	54052	n/a	n/a	MISS	62000
GNRR	7110	MISS	66000	n/a	n/a	MISS	62001
GNRR	7111	MISS	66001	n/a	n/a	MISS	62002
GNRR	7112 ✓	MISS	66002	n/a	n/a	MISS	62003
GNRR	7113	MISS	66003	n/a	n/a	MISS	62004
GNRR	7114	MISS	66004	n/a	n/a	MISS	62005
GNRR	7115	MISS	66005	n/a	n/a	MISS	62007
GNRR	7116 ✓	MISS	66006	n/a	n/a	MISS	62008
GNRR	7117 ✓	MISS	66007	n/a	n/a	MISS	62009
GNRR	7118	MISS	66009	n/a	n/a	MISS	62010
GNRR	7119 ✓	MISS	66010	n/a	n/a	MISS	62011
GNRR	7120 ✓	MISS	66011	n/a	n/a	MISS	62012
GNRR	7121 ✓	MISS	66012	n/a	n/a	MISS	62013
GNRR	7122	MISS	66013	n/a	n/a	MISS	62014
GNRR	7123	MISS	66014	n/a	n/a	MISS	62015
GNRR	7124 ✓	MISS	66015	n/a	n/a	MISS	62016
GNRR	7125	MISS	66016	n/a	n/a	MISS	62017
GNRR	7126	MISS	66019	n/a	n/a	MISS	62018
GNRR	7127	MISS	140491	n/a	n/a	MISS	62019
GNRR	7128	MISS	140492	n/a	n/a	MISS	62020
GNRR	7129	MISS	140493	n/a	n/a	MISS	62022
GNRR	7130	MISS	140494	n/a	n/a	MISS	62025
GNRR	7131	MISS	140496	n/a	n/a	MISS	62026
GNRR	7132	MISS	140501	n/a	n/a	MISS	62027
GNRR	7133 ✓	MISS	140503	n/a	n/a	MISS	62029
GNRR	7134 ✓	MISS	140504	n/a	n/a	MISS	140555
GNRR	7135 ✓	MISS	140505	n/a	n/a	MISS	140559
GNRR	7136	MISS	140509	n/a	n/a	MISS	140560
GNRR	7137 ✓	MISS	140510	n/a	n/a	MISS	140561
GNRR	7138	MISS	140513	n/a	n/a	MISS	140563
GNRR	7139	MISS	140515	n/a	n/a	MISS	140565
GNRR	7140	MISS	140517	n/a	n/a	MISS	140566
GNRR	7141	MISS	140519	n/a	n/a	MISS	140568
GNRR	7142 ✓	MISS	140521	n/a	n/a	MISS	701301

**SCHEDULE B**  
To  
Security Agreement and Assignment  
Dated as of November 28, 1995

MEMORANDUM OF LEASE OF RAILROAD EQUIPMENT

This Memorandum of Lease of Railroad Equipment is intended to evidence the lease of Equipment pursuant to Rider No. 2 to that certain Lease Agreement dated May 1, 1995 (collectively the "Lease") between Rail Equipment Associates L.P. 1993-A ("Associates") as lessor by assignment from Interail, Inc., and Canadian National Railway Company, having an address at 935 De La Gauchetiere Street West, Montreal, Quebec H3B 2M9, Canada, as lessee. Associates, which is a Georgia limited partnership having an address at Galleria Parkway, Suite 1705, Atlanta, Georgia 30339, has collaterally assigned the Lease and Equipment subject thereto to BancBoston Leasing Inc., a Massachusetts corporation having an address at 100 Federal Street, Boston Massachusetts 02110. The Equipment subject to the Lease is more fully described as follows:

Fifty-one (51) 50-foot (approximately), 70-Ton, Rigid Underframe, Plate C, Boxcars bearing reporting marks (as of November 1, 1995) as follows, including such boxcars as they were formerly marked and as they may subsequently be re-marked:

GNRR 7100	GNRR 7126
GNRR 7101	GNRR 7127
GNRR 7102	GNRR 7128
GNRR 7103	GNRR 7129
GNRR 7104	GNRR 7130
GNRR 7105	GNRR 7131
GNRR 7106	GNRR 7132
GNRR 7107	GNRR 7133
GNRR 7108	GNRR 7134
GNRR 7109	GNRR 7135
GNRR 7110	GNRR 7136
GNRR 7111	GNRR 7137
GNRR 7112	GNRR 7138
GNRR 7113	GNRR 7139
GNRR 7114	GNRR 7140
GNRR 7115	GNRR 7141
GNRR 7116	GNRR 7142
GNRR 7117	GNRR 7143
GNRR 7118	GNRR 7144
GNRR 7119	GNRR 7145
GNRR 7120	GNRR 7146
GNRR 7121	GNRR 7147
GNRR 7122	GNRR 7148
GNRR 7123	GNRR 7149
GNRR 7124	GNRR 7150
GNRR 7125	