RECORDATION NO 21088-E
FILED February 05, 2013 09:00 AM
SURFACE TRANSPORTATION BOARD

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February 5, 2013

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of a Second Termination of Lease, dated as of December 18, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to documents previously filed with the Board under Recordation Number 21088, 21088-A and 21088-C.

The names and addresses of the parties to the enclosed document are:

Lessor: Great-West Life & Annuity Insurance Company
8515 E Orchard Rd, 3rd Fl Tower 2
Englewood, CO 80111

Lessee: Illinois Central Railroad Company
c/o Canadian National Railway Company
935 de la Gauchetiere Street West
Montreal, Quebec
Canada H3W 2N1

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

50 railcars TERMINATED: IC 799900 – IC 799949.

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

Second Termination of Lease.

Also enclosed is a check in the amount of $42.00 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,

Edward M. Luria

EML/sem
Enclosures

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SECOND TERMINATION OF LEASE

THIS SECOND TERMINATION OF LEASE is made as of December 18, 2012 by **Great-West Life & Annuity Insurance Company Employees' and Agents' Benefits Plan Trust** (the "Lessor") and **Illinois Central Railroad Company** (the "Lessee").

WITNESSETH:

WHEREAS, **Newcourt Capital USA, Inc.** (the "Original Lessor") and Lessee entered into that certain Master Equipment Lease dated as of December 18, 1997, Schedule 1 thereto dated as of December 19, 1997 and Amendment No. 1 to Master Equipment Lease dated as of March 31, 1998 (collectively, the "Lease") pursuant to which Original Lessor leased to Lessee two-hundred fifty (250) 5,161 c.f. covered hopper cars as more particularly specified therein;

WHEREAS, in respect of the Lease and such hopper cars, a Memorandum of Lease dated as of December 19, 1997 and an Amendment No. 1 to Memorandum of Lease dated as of February 23, 1998 were filed at the Surface Transportation Board (the "STB") on December 19, 1997 at 12:35 P.M. and February 23, 1998 at 11:15 A.M., respectively with assigned recordation numbers 21088 and 21088-A, respectively;

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of June 22, 1998 between Original Lessor and Lessor, Original Lessor assigned to Lesssor all its right, title and interest in the Lease as it pertained to, and in, the fifty (50) 5,161 c.f. covered hopper cars marked **IC 799900 through IC 799949** (the "Assigned Equipment");

WHEREAS, such Assignment and Assumption Agreement was filed at the STB on June 22, 1998 at 1:40 P.M. with assigned recordation number 21088-C;

AND WHEREAS, the duties and obligations of the parties to the Lease, with respect to the Assigned Equipment have been satisfied and discharged.

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Lease (as it pertains to the Assigned Equipment) in the files of the STB, Lessor and Lessee hereby terminate and cancel the Lease (as it pertains to the Assigned Equipment) and release the other from its liabilities and obligations thereunder related

thereto as of the date herein first above written above; provided, however, that the obligations of the parties to the Lease with respect to any continuing indemnities set forth in the Lease (in respect of the Assigned Equipment) shall remain in full force and effect to the extent they relate to any events, facts conditions or other circumstances existing during the period prior to the effective date of this Second Termination of Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Second Termination of Lease to be executed as of the date first above written. Each of the undersigned certifies that he / she is an authorized signatory, that this instrument was signed on behalf of his / her entity by authority of its Trustees and that the execution of this instrument was the free act and deed of his / her entity. Each of the undersigned further declares pursuant to 28 U.S.C. §1746 under penalty of perjury that the foregoing is true and correct.

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY EMPLOYEES' AND AGENTS' BENEFITS PLAN TRUST

By: _____
Name: James Lowery
Title: Authorized Signatory

By: _____
Name: Paul Runnalls
Title: Authorized Signatory

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____
Title: Sr. Manager, Asset Finance