

# CLARK HILL

---

Eric M. Hocky  
T 215.640.8523  
F 215.640.8501  
Email: ehocky@clarkhill.com

Clark Hill PLC  
One Commerce Square  
2005 Market Street  
Suite 1000  
Philadelphia, PA 19103  
T 215.640.8500  
F 215.640.8501  
clarkhill.com

April 13, 2016

RECORDATION NO. 30506-G FILED

APR 14 2016 -12 :25 PM

SURFACE TRANSPORTATION BOARD

## VIA FEDEX

Cynthia T. Brown  
Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, DC 20024

Re: Document for Recordation

Dear Ms. Brown:

I have enclosed two originals, and one copy, of the document described below, to be recorded pursuant to 49 USC § 11301 and 49 CFR Part 1177.

The document is a Partial Termination and Release of Lien dated as of March 29, 2016 ("Partial Termination"), a secondary document. The primary document to which this Partial Termination relates is that certain First Amendment to Memorandum of U.S. Security Agreement dated as of January 23, 2013, and recorded by the Board on January 25, 2013, under Recordation No. 30506-A. We request that this document be recorded under Recordation No. 30506-G.

The names and addresses of the parties to the Partial Termination are as follows:

Secured Party / Administrative Agent:

Bank of America, N.A.  
Attention: Ronaldo Naval  
AVP, Agency Management Officer  
Mail Code: TX1-492-14-11  
901 Main Street  
Dallas, TX 75202-3714

Cynthia T. Brown  
April 13, 2016  
Page 2

Domestic Borrowers:

Genesee & Wyoming Inc. ("GWI")  
RP Acquisition Company Two ("RP")  
20 West Avenue  
Darien, CT 06820

U.S. Subsidiary Guarantors:

All U.S. Subsidiary Guarantors shown in Recordation No. 30506 (all subparts), including specifically:

Indiana Southern Railroad, LLC  
c/o Genesee & Wyoming Inc.  
20 West Avenue  
Darien, CT 06820

A description of the equipment covered by the document follows:

The four locomotives identified on Schedule 1 to the Partial Termination.

A fee of \$43.00 is enclosed. Please return an original and any extra copies not needed by the Board for recordation to:

Eric M. Hocky  
Clark Hill PLC  
One Commerce Square  
2005 Market Street, Suite 1000  
Philadelphia, PA 19103

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

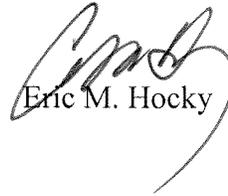
Partial Termination and Release of Lien dated as of March 29, 2016, by Bank of America, N.A. ("Administrative Agent"), with an address at Attention: Ronaldo Naval AVP, Agency Management Officer, Mail Code: TX1-492-14-11, 901 Main Street, Dallas, TX 75202-3714, a secondary document, releasing the lien on the four locomotives identified on Schedule 1 to the Partial Termination and Release of Lien. The Partial Termination is related to the First Amendment to Memorandum of U.S. Security Agreement recorded by the Board on January 25, 2013, under Recordation No. 30506-A.

Cynthia T. Brown  
April 13, 2016  
Page 3

Please let us know if you have any questions regarding this recordation.

Very truly yours,

CLARK HILL PLC



Eric M. Hocky

EMH/dml  
Encls.

APR 14 2016 -12 :25 PM

March 29, 2016

SURFACE TRANSPORTATION BOARD

**PARTIAL TERMINATION AND RELEASE OF LIEN**

WHEREAS, GENESEE & WYOMING INC. ("GWI"), RP ACQUISITION COMPANY TWO ("RP" and, together with GWI, the "Domestic Borrowers"), and listed U.S. Subsidiary Guarantors including Indiana Southern Railroad, LLC ("ISRR") granted a security interest to BANK OF AMERICA, N.A., in its capacity as administrative agent ("Administrative Agent" or "Secured Party") in the collateral described on the attached Schedule 1 (the "Released Collateral"), pursuant to that certain First Amendment to U.S. Security Agreement dated as of January 23, 2013 (the "First Amendment"); and

WHEREAS, the Released Collateral has been sold; and

WHEREAS, the Secured Party has agreed to release its interest in the Released Collateral;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned Secured Party, without recourse, representation or warranty, hereby terminates, releases and discharges any and all of its rights, security interests, liens and other interests in and to, the Released Collateral under the U.S. Security Agreement, and in all increases or profits received therefrom (unless received prior to the date of this Partial Termination and Release of Lien), in all substitutions therefor (other than any assets received by any of the Domestic Borrowers, ISRR or any other U.S. Subsidiary Guarantor in exchange for the Released Collateral), and in all proceeds thereof in any form (other than any assets received by any of the Domestic Borrowers, ISRR or any other U.S. Subsidiary Guarantor in exchange for the Released Collateral).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



## Schedule 1

### Released Collateral

Asset Number	Asset Initial	Model	Region	Assigned To RR	Owned Leased
9347	CEFX/now ISRR	SD45-T2	MidWest	ISRR	Owned
9359	CEFX/now ISRR	SD45-T2	MidWest	ISRR	Owned
9395	TPW	SD45-T2	MidWest	TPWR/now ISRR	Owned
9401	TPW	SD45-T2	MidWest	TPWR/now ISRR	Owned