



RECORDATION NO 27512-B FILED  
November 26, 2013 06:12 PM  
SURFACE TRANSPORTATION BOARD

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November 26, 2013

**Via E-Filing**

Chief of the Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423-0001

Dear Section Chief:

Enclosed for electronic filing and recordation with the Surface Transportation Board ("STB") pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of the Full Release and Termination dated as of November 26, 2013 by First Niagara Bank, N.A., as servicer to First Niagara Funding, Inc., assignee of National City Bank, which Release and Termination is a secondary document as defined in the STB's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railcar Security Agreement dated as of May 2, 2008 between Railcar Depot, Inc., as borrower, and National City Bank, as lender, which was previously filed with the STB on May 23, 2008 under recordation number 27512.

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

Lender: First Niagara Bank, N.A.  
11 Stanwix Street, 16th Floor  
Pittsburgh, PA 15222

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



All rights and interests of the Lender with respect to the tank cars covered by the Memorandum of Railcar Security Agreement filed under recordation number 27512 are RELEASED and TERMINATED.

The required recordation fee of \$44.00 is being paid to the STB by charge to our firm account.

Kindly return a file stamped copy of the Full Release and Termination and this letter to Susan G. Lichtenfeld at DLA Piper LLP (US), 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Secondary Document to be Recorded

Full Release and Termination dated as of November 26, 2013 by First Niagara Bank, N.A., as servicer to First Niagara Funding, Inc., assignee of National City Bank.

Primary Document to which the Amendment Relates

Memorandum of Railcar Security Agreement dated as of May 2, 2008 between Railcar Depot, Inc., as borrower, and National City Bank, as lender, which was filed with the STB on May 23, 2008 under recordation number 27512.

Thank you for your attention to this request.

Very truly yours,

**DLA PIPER LLP (US)**

  
Susan G. Lichtenfeld

SGL/rc  
Enclosure

**FULL RELEASE AND TERMINATION**

THIS FULL RELEASE AND TERMINATION (this "Termination Agreement"), dated as of November 26, 2013, is made by First Niagara Bank, N.A. formerly known as First Niagara Bank (the "Bank"), a Federally Chartered Financial Institution, with an executive office for the transaction of business at 6950 South Transit Road, Lockport, NY 14095-0990

WHEREAS, Railcar Depot, Inc. (Borrower") and National City Bank ("NCB") entered into that certain Memorandum of Railcar Security Agreement dated as of May 2, 2008 (the "NCB Security Agreement"), which was recorded with the Surface Transportation Board on May 23, 2008 under recordation number 27512;

WHEREAS, FIRST NIAGARA FUNDING, INC., assignee of NATIONAL CITY BANK, succeeded to the interests of NCB in the NCB Security Agreement;

WHEREAS, the obligations secured by the NCB Security Agreement have been fully satisfied and discharged and the Bank wishes to make a record of this fact.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Bank does hereby release and terminate the NCB Security Agreement, including without limitation releasing and terminating its interests in the Collateral (as defined in, and identified in, the NCB Security Agreement).

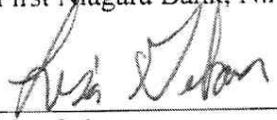
This Termination Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws doctrine.

IN WITNESS WHEREOF, the Bank has duly executed this Termination Agreement as of the date first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Bank by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Bank. I further declare under penalty of perjury that the foregoing is true and correct.

FIRST NIAGARA FUNDING, INC. [assignee of National City Bank]

By: First Niagara Bank, N.A., as servicer

By   
\_\_\_\_\_  
Lisa Gebauer

Its: Commercial Loan Servicing Unit Coordinator