

LAW OFFICES OF
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January 29, 2015

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

Dear Ms. Brown:

I have enclosed for efilng the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Termination of Commercial Security Agreement, a secondary document, dated as of January 29, 2015. The primary document to which this is connected is recorded under Recordation Number 30207. We request that this document be recorded under Recordation Number 30207-A.

The name and address of the party to the Termination of Commercial Security Agreement is:

Lender:

JPMorgan Chase Bank, N.A.
402 North Tejon Street, Suite 201
Colorado Springs, CO 80903

A description of the equipment covered by the Termination of Commercial Security Agreement consists of 55 railcars numbered RRRR 910027-910029, inclusive, 910031-910035, inclusive, 910037-910048, inclusive, 910050, 910052, 910054-910059, inclusive, 910061, 910063-910067, inclusive, 910069-910085, inclusive, 910087, 910030, 910062, and 910086 (formerly numbered NDYX 910027-910029, inclusive, 910031-910035, inclusive, 910037-910048, inclusive, 910050, 910052, 910054-910059, inclusive, 910061, 910063-910067, inclusive, 910069-910085, inclusive, 910087, 910030, 910062, and 910086, respectively)

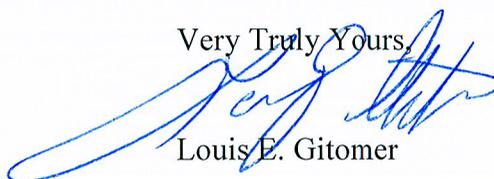
Ms. Cynthia T. Brown
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A fee of \$43.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer
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Towson, MD 21204
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A short summary of the document to appear in the index follows: a Termination of Commercial Security Agreement by JPMorgan Chase Bank, N.A., 402 North Tejon Street, Suite 201, Colorado Springs, CO 80903, covering 55 railcars numbered RRRR 910027-910029, inclusive, 910031-910035, inclusive, 910037-910048, inclusive, 910050, 910052, 910054-910059, inclusive, 910061, 910063-910067, inclusive, 910069-910085, inclusive, 910087, 910030, 910062, and 910086 (formerly numbered NDYX 910027-910029, inclusive, 910031-910035, inclusive, 910037-910048, inclusive, 910050, 910052, 910054-910059, inclusive, 910061, 910063-910067, inclusive, 910069-910085, inclusive, 910087, 910030, 910062, and 910086, respectively).

Very Truly Yours,



Louis E. Gitomer

Enclosure

TERMINATION OF COMMERCIAL SECURITY AGREEMENT

This Termination of Commercial Security Agreement dated as of January 29, 2015 is made by JPMorgan Chase Bank, N.A., as "Lender."

WHEREAS, Lender and Rock and Rail, LLC, as "Grantor" entered that certain Commercial Security Agreement dated as of May 1, 2012, as evidenced by a Memorandum of Security Agreement dated as of May 1, 2012, which was recorded at the Surface Transportation Board on May 3, 2012 at 4:22 pm under Recordation No. 30207 (collectively the "Security Agreement"), pursuant to which, certain obligations of Grantor were secured by 55 railcars numbered RRRR 910027-910029, inclusive, 910031-910035, inclusive, 910037-910048, inclusive, 910050, 910052, 910054-910059, inclusive, 910061, 910063-910067, inclusive, 910069-910085, inclusive, 910087, 910030, 910062, and 910086 (formerly numbered NDYX 910027-910029, inclusive, 910031-910035, inclusive, 910037-910048, inclusive, 910050, 910052, 910054-910059, inclusive, 910061, 910063-910067, inclusive, 910069-910085, inclusive, 910087, 910030, 910062, and 910086, respectively) (the "Equipment"); and

WHEREAS, as of the date hereof, all amounts due for the Equipment under the Security Agreement been paid in full and all of Grantor's obligations thereunder have been fulfilled;

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender has released and discharged, and by these presents hereby terminates said Security Agreement with respect to Equipment, and releases and discharges all the Equipment from all liens held by Lender created or described in the Security Agreement.

JPMORGAN CHASE BANK, N.A.,

By: [Signature]
Title: VICE PRESIDENT

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On this 29-day of January, 2015, before me personally appeared Eric Colberg to me known, who being by me duly sworn, says that (s)he is the vice president of JPMorgan Chase Bank, N.A., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and (s)he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

My Commission expires

