

Allen Matkins

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September 11, 2015

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street SW
Washington, DC 20423

Re: Document for Filing/ Recordation - Termination and Release of Security Interest

Dear Section Chief:

I enclose an original and one certified copy of the document described below, to be recorded under 49 U.S.C. § 11301.

This document is a Termination and Release of Security Interest, a so-called "secondary document," dated August 30, 2015.

The primary document to which this secondary document is connected is that certain Security Agreement dated April 14, 1987, recorded under Recordation No. 15209. That Security Agreement is between Vincent M. DeDomenico, as Lender, and Napa Valley Wine Train, Inc., as Borrower.

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

Lender: MARLA DeDOMENICO BLEECHER and VICKI DeDOMENICO
McMANUS, as Trustees of the Vincent and Mildred DeDomenico Trust
dated July 13, 1995, as amended, as successor in interest to Vincent M.
DeDomenico

Address: c/o Boutin Jones Inc.
3292 Old Lawley Toll Road
Calistoga, CA 94515

Borrower: Napa Valley Wine Train, Inc.

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Address: c/o Noble House Hotels & Resorts, Ltd.
600 6th Street South
Kirkland, WA 98033

The fee of \$43.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to my office at the above address.

This Termination and Release of Security Interest is made in favor of Borrower (Napa Valley Wine Train, Inc.) by Lender, who agreed to terminate, release, and cancel the Lender's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under all the Collateral subject to the Security Agreement.

Please contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'S E G', is written over the typed name 'Susan E. Graham'.

Susan E. Graham

SEG/jlh
Enclosure

TERMINATION AND RELEASE OF SECURITY INTEREST

THIS TERMINATION AND RELEASE OF SECURITY INTEREST (this "Release") is made August 30, 2015, on behalf of Napa Valley Wine Train, Inc. (the "Borrower") by MARLA DeDOMENICO BLEECHER and VICKI DeDOMENICO McMANUS, as Trustees of the Vincent and Mildred DeDomenico Trust dated July 13, 1995, as amended, as successor in interest to Vincent M. DeDomenico (the "Lender") pursuant to that certain Security Agreement, dated as of April 14, 1987 (the "Security Agreement").

WHEREAS, the Security Agreement created a lien and security interest in favor of the Lender in and to the "Collateral" defined in the Security Agreement, including all railroad cars and locomotives owned by Borrower (the "Rolling Stock").

WHEREAS, the certain Security Agreement was duly recorded with the Interstate Commerce Commission, predecessor to the Surface Transportation Board, on April 15, 1987, under Recordation Number 15209.

WHEREAS, Vincent M. DeDomenico's interest in the Security Agreement is now held by MARLA DeDOMENICO BLEECHER and VICKI DeDOMENICO McMANUS, as Trustees of the Vincent and Mildred DeDomenico Trust dated July 13, 1995, as amended, following the death of Vincent M. DeDomenico on October 18, 2007, as evidenced by the Declaration Under California Probate Code Section 13100 dated Aug 30, 2015.

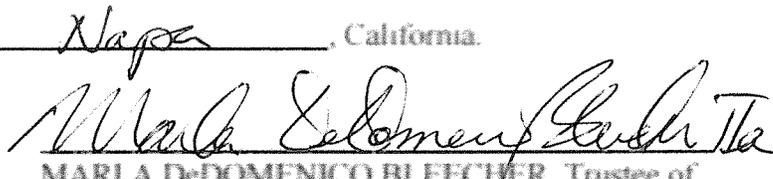
WHEREAS, the Borrower and Lender now desire to terminate, release, and cancel the Lender's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under all the Collateral subject to the Security Agreement, including all Rolling Stock.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby terminates, releases, and cancels its security interest in, and mortgage lien upon, all right, title and interest of the Borrower in the Collateral, including all Rolling Stock, effective as of the date of this Release.

This Release is being filed and recorded with the Surface Transportation Board so as to terminate and release any security interest in and mortgage lien upon the Collateral created by or arising out of the Security Agreement, including all Rolling Stock.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest to be duly executed and delivered as of the date first above written.

Executed on August 30, 2015, at Napa, California.


MARLA DeDOMENICO BLEECHER, Trustee of
the Vincent and Mildred DeDomenico Trust dated
July 13, 1995, as amended

Executed on August 30, 2015, at Napa, California.

Vicki DeDomenico McManus Tee

VICKI DeDOMENICO McMANUS, Trustee of the
Vincent and Mildred DeDomenico Trust dated July
13, 1995, as amended

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Napa)

On August 30th 2015, before me, Andrew Connelly, Notary Public
(insert name of notary)

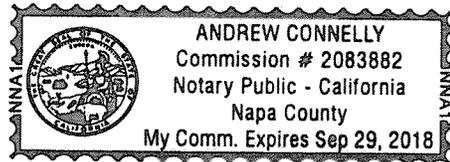
Notary Public, personally appeared MARLA DeDOMENICO BLEECHER, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Napa)

On August 30th 2015, before me, Andrew Connelly, Notary Public
(insert name of notary)

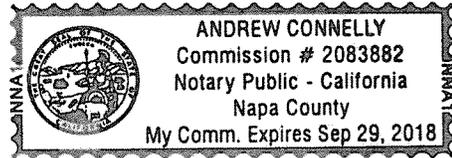
Notary Public, personally appeared VICKI DeDOMENICO McMANUS, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



CERTIFICATION

I, Susan Graham, an attorney licensed to practice in the State of CA, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 9/11/15


[name]