

50 North Fifth Street, 2nd Floor
PO Box 942
Reading, PA 19603
Tel 610.376-6651 Fax 610.376.5243
www.barley.com

RECORDED NO. 30258-D
AUG 07 '14 -11 50 AM
SURFACE TRANSPORTATION BOARD

Timothy G. Dietrich, Esquire
Direct Dial Number: 610-898-7154
E-mail: tdietrich@barley.com

August 1, 2014

Chief, Section of Administration,
Office of Proceedings
Surface Transportation Board
Washington, D.C. 20423-0001

Re: **Recordation of Amendment to Security Agreement**

Dear Chief:

I have enclosed an original and one copy/counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

The document is a Third Amendment to Security Agreement dated June 13, 2012 and recorded on June 18, 2012 to Recordation No. 30258.

The names and addresses of the parties to the document:

Secured Party Lender: Fulton Bank, N.A.
2747 Century Boulevard
Wyomissing, PA 19610

Principal Debtor: Carol S. Muller
16 Snowdrift Road
Kutztown, PA 19530

A fee of \$44.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to the undersigned in the self-addressed stamped envelope enclosed.

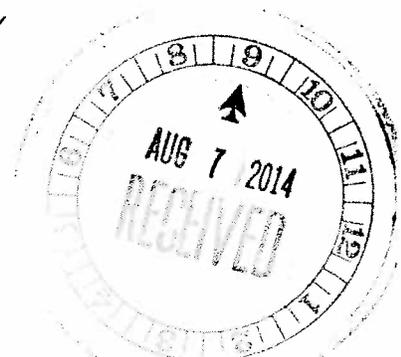
Please contact me with any questions.

Sincerely,
Timothy G. Dietrich
Timothy G. Dietrich

TGD/td:4397783_1.DOC

Enclosure

cc: Fulton Bank, N.A.
Ronald J. Scalese, Senior Vice President



AUG 07 '14 -11 50 AM

COPY

**THIRD AMENDMENT TO SECURITY AGREEMENT DATED JUNE 13, 2012 AND
RECORDED ON JUNE 18, 2012 TO RECORDATION NO. 30258
AT THE SURFACE TRANSPORTATION BOARD**

THIRD AMENDMENT TO SECURITY AGREEMENT (“Third Amendment”) dated as of July 22, 2014 between **CAROL S. MULLER**, an adult individual, residing at 16 Snowdrift Road, Kutztown, Pennsylvania 19530 (the “Debtor”) and **FULTON BANK, N.A.**, a national banking association, maintaining an office at 2747 Century Boulevard, Wyomissing, Pennsylvania 19610 (the “Lender”).

BACKGROUND

A. The Debtor and the Lender entered into a certain “Security Agreement” dated as of June 13, 2012 and recorded in the United States Surface Transportation Board on June 18, 2012 at 10:33 a.m. and assigned Recordation No. 30258 (such security agreement herein the “Security Agreement”).

B. The Debtor and the Lender entered into a certain “Amendment to Security Agreement” dated October 8, 2012 and recorded in the United States Surface Transportation Board on November 9, 2012 at 10:45 a.m. and assigned Recordation No. 30258-B (the “Amendment”) and a certain “Second Amendment to Security Agreement” dated February 1, 2013 and recorded in the United States Surface Transportation Board on February 27, 2013 at 1:49 p.m. and assigned Recordation No. 30258-C (the “Second Amendment”) so as to remove from the Collateral certain railcars and, in substitution therefor, to add certain railcars as part of the Collateral.

C. The Debtor and the Lender desire to further amend the Security Agreement by amending Exhibit “A” appended thereto to remove from the Collateral certain railcars.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background. The foregoing Background paragraphs are incorporated herein by reference hereto and the accuracy of the same are hereby acknowledged. The Security Agreement and all terms thereof are incorporated herein by reference hereto. Unless expressly provided otherwise in this Third Amendment, capitalized terms used in this Third Amendment shall have the meanings given to them in the Security Agreement.

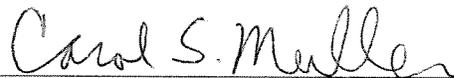
2. Partial Release of Collateral. Exhibit “A” annexed to the Security Agreement is hereby amended so as to delete therefrom references to those railcars identified on the “Partial Release Schedule No. 3” annexed hereto and incorporated herein. The parties agree that the definition of the “Collateral” is accordingly amended to exclude the railcars identified on Partial Release Schedule No. 3 annexed hereto.

3. Prior Representations. All of the terms, provisions, conditions, covenants, warranties, representations and agreements set forth in the Security Agreement, except as and to the extent modified by this Third Amendment, shall remain in full force and effect. The Lender and the Debtor ratify and confirm each to the other all of the provisions of the Security Agreement, as amended by this Third Amendment.
4. No Additional Commitments. Nothing contained in this Third Amendment shall be deemed to be an offer, commitment, covenant and/or agreement by the Lender to renew, restate, amend, extend or otherwise modify the terms of the Security Agreement, except as is expressly stated in this Third Amendment; and no such offer, commitment, covenant and/or agreement exists unless same is expressly stated in this Third Amendment.
5. Costs and Expenses. Nothing contained in this Third Amendment shall limit in any manner whatsoever Lender's right to reimbursement of costs and expenses under the Security Agreement.
6. No Novation. Nothing contained herein and no actions taken pursuant to the terms hereof are intended to constitute a novation of the Security Agreement and shall not constitute a release, termination or waiver of any of the liens, security interests, rights or remedies granted to the Lender.
7. No Waiver. Except as may be otherwise expressly provided herein, nothing herein contained and no actions taken by Lender in connection herewith shall constitute nor shall they be deemed to be a waiver, release or amendment of or to any rights, remedies, or privileges afforded to the Lender under the Security Agreement or under the Uniform Commercial Code. Nothing herein shall constitute a waiver by the Lender of the Debtor's compliance with the terms of the Security Agreement, nor shall anything contained herein constitute an agreement by the Lender to enter into any further amendments with Debtor.
8. Inconsistencies. To the extent of any inconsistency between the terms and conditions of this Third Amendment and the terms and conditions of the Security Agreement, the terms and conditions of this Third Amendment shall prevail. All terms and conditions of the Security Agreement, as previously amended, not inconsistent herewith shall remain in full force and effect.
9. Binding Effect. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. Governing Law; Multiple Counterparts. This Third Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Third Amendment may be executed in multiple counterparts.
11. Successors and Assigns. This Third Amendment and all rights and powers granted hereby will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. No Third Party Beneficiaries. The rights and benefits of this Third Amendment shall not inure to the benefit of any third party.

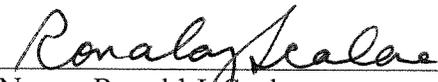
13. Headings. The headings of the sections of this Third Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Third Amendment.

IN WITNESS WHEREOF, the Debtor and the Lender have caused this Third Amendment to Security Agreement to be duly executed and delivered as of the day and year first above written.



Carol S. Muller

FULTON BANK, N.A.

By: 

Name: Ronald J. Scalese
Title: Senior Vice President

COMMONWEALTH OF PENNSYLVANIA

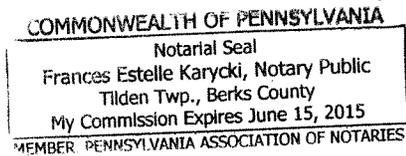
COUNTY OF Berks

SS.

On this, the 22nd day of July, 2014, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Carol S. Muller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Frances Estelle Karycki
Notary Public



COMMONWEALTH OF PENNSYLVANIA :

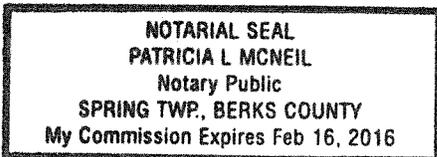
: SS.

COUNTY OF BERKS :

On this, the 22nd day of July, 2014, before me, the undersigned officer, personally appeared Ronald J. Scalese, who acknowledged himself to be a Senior Vice President of Fulton Bank, N.A., a national banking association, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patricia L. McNeil
Notary Public



PARTIAL RELEASE SCHEDULE NO. 3

All equipment is marked as "RBMN" and numbered as shown in the list below, except as specifically noted otherwise.

<u>CAR NUMBER</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>BUILT DATE</u>	<u>LIGHT WEIGHT</u>
42000 SERIES	High Sided Gonds	15	1979	
42086	Rotary dump		5/1/1979	60700
42090			5/1/1979	59800
42093			5/1/1979	59900
42097			5/1/1979	60300