



The David J. Joseph Company

March 22, 2004

Mr. Vernon Williams
Recordations Unit
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20006-0001

RECORDATION NO. 18867-E FILED

MAR 25 04 3-05 PM

SURFACE TRANSPORTATION BOARD



Dear Mr. Williams:

Please find enclosed, two (2) originals of the Complete Termination and Release of Security Interests dated as of March 4, 2004 between the following parties:

Lender: National City Leasing Corporation
101 South Fifth Street
Louisville, KY 40202

Buyer: The David J. Joseph Company
300 Pike Street
Cincinnati, OH 45202

Please see Schedule A attached hereto for the equipment, seventy (70) railcars, involved in this transaction.

This filing is to appear in the index as follows: Complete Termination and Release of Security Interests dated March 4, 2004 related to seventy (70) railcars bearing reporting marks TWRY 94100-94169, inclusive.

Please file this agreement as a secondary document under the Recordation Number 18867-E as it relates to documents previously filed with the Surface Transportatin Board under Recordation Numbers 18867 through 18867-D. The amount of \$30.00 for the filing fees is included on the enclosed No. 555732. Please return a stamped original to my attention.

Should you have any questions or need further information, please do not hesitate to contact me at (513) 419-6062.

Sincerely,

The David J. Joseph Company

Julie M. Woodard

Julie M. Woodard
Documentation Coordinator

Enclosures

**COMPLETE TERMINATION AND RELEASE
OF SECURITY INTERESTS**

RECORDED 18867-E FILED

MAR 25 '04 3-05 PM

WITNESSETH

SURFACE TRANSPORTATION BOARD

WHEREAS, by Loan and Security Agreement, dated as of June 30, 1994 (the "LSA"), National City Leasing Corporation (as "Lender") agreed to finance a portion of the cost of certain railroad equipment described in Schedule A hereto ("Equipment") on behalf of Wilmington Trust Company (as "Owner Trustee");

WHEREAS, by a Trust Agreement, dated as of June 30, 1994 (the "Trust") between Owner Trustee and KBID Leasing Corporation ("Owner Participant"), Owner Participant created a trust for the purpose of acquiring the Equipment and leasing it to Lessee;

WHEREAS, by the Equipment Lease Agreement, dated as of June 30, 1994 (the "Lease"), Owner Trustee (as "Lessor") leased the Equipment to Lodestar Energy, Inc. (formerly known as Costain Coal, Inc.) ("Lessee");

WHEREAS, by the Lease Supplement (the "Lease Supplement") dated June 30, 1994, the equipment and rent due were assigned as collateral security in favor of National City Leasing Corporation, as Lender under the LSA between Lender, as secured party, and Lessor, as Debtor;

WHEREAS, by Supplement No. 1 to the LSA, dated as of June 30, 1994 (the "LSA Supplement No. 1"), Lessee assigned its rights under the Lease as collateral security to Lender to secure the payment of the indebtedness under the LSA (the "LSA Indebtedness");

WHEREAS, by Supplement No. 2 of the LSA, dated as of June 30, 1994 (the LSA Supplement No. 2"), Sections 2.01 and 2.02 of the LSA were amended to delete each reference to the date "October 30, 2009" and to substitute therefore the date "November 30, 2009";

WHEREAS, by a Participation Agreement, dated as of June 30, 1994, among Lessor, Lessee, Lender, Wilmington Trust Company, in its individual capacity, and Owner Participant, the parties agreed that Lender shall have a first lien on and perfected security interest in, all right, title, estate and interest in and to the Equipment;

WHEREAS the Lease, the Lease Supplement, the LSA, and the LSA Supplements were duly filed and recorded with the Interstate Commerce Commission on June 30, 1994 at 10:10 a.m. and were assigned Recordation Numbers 18867, 18867-B, 18867-A, 18867-C and 18867-D, respectively.

WHEREAS, Lender has sold the Equipment to The David J. Joseph Company ("Buyer") pursuant to its rights under the LSA, KRS 355.9-610 and KRS 355.9-617, by a Purchase and Sale Agreement, dated March 4, 2004 between Lender and Buyer;

WHEREAS, this Instrument is executed to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the Lease, the Lease Supplement, the LSA and the LSA supplements, but only as to the Equipment listed on Schedule A attached hereto;

NOW, THEREFORE, in consideration of the premises, Lender confirms that the LSA indebtedness has been paid and satisfied in full, as to the Equipment and does hereby acknowledge and confirm: (i) the full and complete satisfaction of the LSA Indebtedness and other obligations under the LSA as to the Equipment; (ii) the release of all rights, obligations, and security interests in the Equipment, whether arising under the Lease, the LSA, or any other instruments executed pursuant thereto; and (iii) the assignment, to all of the rights, title and interests of the Lender in the Equipment to Buyer;

This instrument is to be filed and recorded with the Surface Transportation Board pursuant to the provisions of 49 U.S.C. Section 11301.

4th IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day of March, 2004.

NATIONAL CITY LEASING CORPORATION

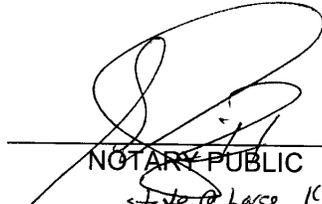
By: J. E. Vittitow

Name: JAMES E. VITTITOW

Title: SR VICE - PRESIDENT

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) ss:

On this 4th day of March, 2004, before me, a notary public in and for the County and State aforesaid, personally appeared J. E. Vittipaw, to me personally known, who, being by me duly sworn, says that he/~~she~~ is a Sr. Vice President of National City Leasing Corp., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



NOTARY PUBLIC
State of Large, Ky

My commission expires: 03/19/2005

SCHEDULE A

Description of Equipment

Seventy (70), 116-Ton, Aluminum Rapid Discharge Hopper Railcars, built by Trinity Industries, Inc., currently bearing the reporting marks as follows:

TWRY 94100-94169, INCLUSIVE