

# FLETCHER & SIPPEL LLC

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April 5, 2012

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E. Street, S.W.  
Washington, D.C. 20423  
Attn: Office of Recordations

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is a Third Amendment to Assignment of Rents and Lessor's Interest in Leases, dated as of March 30, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents. This document relates to documents previously filed with the Board under Recordation Nos. 29593, 29593-A, 29593-B, 29593-C, 29593-D, and 29593-E.

The names and addresses of the parties to the enclosed document are:

BORROWERS:

Kingman Terminal Railroad, LLC  
2255 Glades Road, Suite 342-W  
Boca Raton, Florida 33431

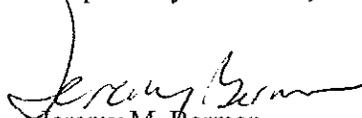
SECURED PARTY:

Fifth Third Bank, as Collateral Agent  
222 South Riverside Place, 32nd Floor  
Chicago, IL 60606

Included in the property covered by the aforesaid documents are all rolling stock and equipment intended for use and related to interstate commerce, and includes rolling stock or equipment acquired by Borrowers or its or their successors **after the date** of the documents.

A check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee is being sent separately.

Respectfully submitted,

  
Jeremy M. Berman  
Attorney for Secured Party

**THIRD AMENDMENT TO ASSIGNMENTS OF RENTS AND LESSORS' INTEREST IN  
LEASES**

This THIRD AMENDMENT TO ASSIGNMENTS OF RENTS AND LESSORS' INTEREST IN LEASES dated and effective as of March 30, 2012 (the "Amendment"), is executed by and between Kingman Terminal Railroad, LLC ("KTRR") and Fifth Third Bank, as Collateral Agent.

As a condition to the lenders from time to time party to the Loan Agreements, KTRR has agreed to join and become bound by that certain Assignments of Rents and Lessors' Interest in Leases dated as of March 4, 2010, as amended on December 30, 2010, and further amended on April 4, 2011 ("Assignment Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Assignment Agreement

1. Amendments to Assignment Agreement.

KTRR hereby acknowledges, agrees and confirms that, by its execution of this Amendment, it will be deemed a party to the Assignment Agreement and an "Assignor" for all purposes of the Assignment Agreement as if it had executed the Assignment Agreement. KTRR hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Assignment Agreement.

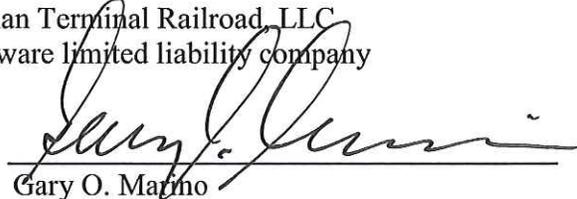
2. No Waiver. Nothing contained in this Amendment shall be deemed to constitute or shall be construed as a waiver of any rights, remedies or security granted to Bank under the Pledge Agreement.

3. No Other Modifications. Except as expressly set forth herein, all of the terms, covenants, agreements and conditions set forth in the Assignment Agreement shall remain unmodified and in full force and effect. To the extent any of such terms, covenants, agreements or conditions in this Amendment may contradict or be in conflict with the Assignment Agreement, as amended hereby, such terms, covenants, agreements and conditions are hereby deemed modified and amended accordingly, effective as of the date hereof, to reflect the terms and conditions of the Assignment Agreement, as amended hereby.

4. Counterparts. This Amendment may be executed by portable document format (PDF) or facsimile in any number of counterparts and by the different parties hereto by facsimile or PDF on separate counterparts and each such counterpart shall be deemed an original, but all such counterparts shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first above written.

Kingman Terminal Railroad, LLC  
a Delaware limited liability company

By:   
Name: Gary O. Marino  
Its: President and Chief Executive Officer

Acknowledged and Accepted:  
FIFTH THIRD BANK, as Collateral Agent

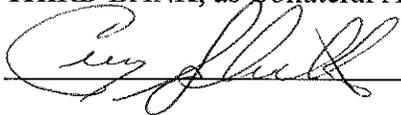
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first above written.

Kingman Terminal Railroad, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Gary O. Marino  
Its: President and Chief Executive Officer

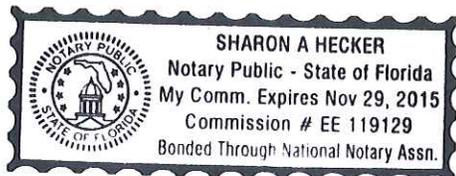
Acknowledged and Accepted:  
FIFTH THIRD BANK, as Collateral Agent

By:  \_\_\_\_\_  
Name:  
Title: Craig Schuth  
Vice President  
Fifth Third Bank

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) ss

On this 30th day of March, 2012, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the PRESIDENT of Kingman Terminal Railroad, LLC, A Delaware Limited Liability Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public  
My Commission Expires:  
11/29/15

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this \_\_\_\_\_ day of March, 2012, before me, a Notary Public of the County and State aforesaid, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of Fifth Third Bank, an Ohio banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2012, before me, a Notary Public of the County and State aforesaid, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of Kingman Terminal Railroad, LLC, A Delaware Limited Liability Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 30 day of March, 2012, before me, a Notary Public of the County and State aforesaid, personally appeared Craig Schuth to me personally known, who being by me duly sworn, says that he is the VP of Fifth Third Bank, an Ohio banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Anita McKinley  
Notary Public  
My Commission Expires:  
May 27, 2013