

RECORDATION NO. 28054-E  
FILED September 21, 2012 02:40 AM  
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
—  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

September 21, 2012

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Release of Collateral, dated as of September 14, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement previously filed with the Board under Recordation Number 28054.

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

Secured Party: Wells Fargo Capital Finance, LLC  
(f/k/a Wells Fargo Foothill, LLC)  
1421 Dallas Parkway, Suite 1300  
Dallas, TX 75254

Debtor: ARL II Funding LLC  
620 North Second Street  
St. Charles, Missouri 63301

Chief  
Section of Administration  
September 21, 2012  
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A description of the railroad equipment covered by the enclosed document is:

1 railcar RELEASED: EAGX 286002.

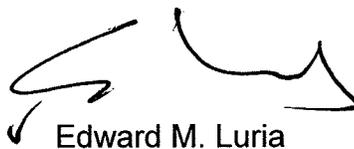
A short summary of the document to appear in the index is:

Release of Collateral.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Edward M. Luria', with a checkmark to the left of the name.

Edward M. Luria

EML/sem  
Enclosures

RELEASE OF COLLATERAL

This is Release of Collateral (the "Release") dated as of September 14, 2012 is entered into by and between ARL II Funding LLC, a Delaware limited liability company (the "Borrower") and WELLS FARGO CAPITAL FINANCE, LLC (f/k/a WELLS FARGO FOOTHILL, LLC), a Delaware limited liability company (the "Lender").

WHEREAS, the Borrower and the Lender, entered into the Security Agreement dated as of September 30, 2009 pursuant to which the Borrower assigned, mortgaged, pledged, hypothecated, transferred and set over to the Lender and granted the Lender a first priority lien on and security interest in all of the Borrower's right, title and interest in and to, among other things, certain railroad cars and related leases, to secure a certain loan made to the Borrower pursuant to that certain Senior Secured Term Loan Agreement, dated as of October 2, 2009 (as amended and supplemented, the "Loan Agreement"), among the Borrower and the Lender;

WHEREAS, the Security Agreement was recorded on October 2, 2009 with the Surface Transportation Board, Recordation No. 28054, and deposited with the Registrar General of Canada, Recordation No. 20201; and

WHEREAS, in connection with the full performance and satisfaction of the Borrower's Obligations (as defined in the Security Agreement) on the day hereof, the Borrower has requested pursuant to Section 7.5 of the Security Agreement that the Lender release its lien on and its security interest in all of railcars and leases related thereto and all other property of the Borrower related thereto subject to the lien created by the Security Agreement, and the Lender has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Release of Security Interest. The Lender hereby releases, and terminates its security interest in, and all of its rights, title and interest in and to the following Collateral described in paragraphs (a), (b) and (c) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule A hereto together with all parts, attachments, accessions, accessories, equipment, appurtenances and additions that are at any time appertaining, attached, affixed or related thereto and all substitutions, renewals or replacements thereof and additions, improvements, accessions and accumulations thereto, wherever located, together with all records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom (the "Equipment").

(b) All right, title, interest, claims and demands of the Borrower in, to and under each and every lease, including without limitation the leases listed on Schedule A hereto, (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to

and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Borrower's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Lender) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment.

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

2. Interpretation. Except as otherwise defined in this Release, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference therein are used herein as defined therein.

3. Counterparts. This Release may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Release by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release in one or more counterparts as of the 14th day of September, 2012.

ARL II FUNDING LLC,  
as Borrower

By: Umesh Choksi  
Name: Umesh Choksi  
Title: President & CEO

WELLS FARGO CAPITAL FINANCE, LLC (f/k/a  
WELLS FARGO FOOTHILL, LLC),  
as Lender

By: \_\_\_\_\_  
Name: Jason Farr  
Title: Assistant Vice President

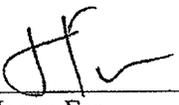
[Signature Page to Release]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release in one or more counterparts as of the 14th day of September, 2012.

ARL II FUNDING LLC,  
as Borrower

By: \_\_\_\_\_  
Name: Umesh Choksi  
Title: President & CEO

WELLS FARGO CAPITAL FINANCE, LLC (f/k/a  
WELLS FARGO FOOTHILL, LLC),  
as Lender

By:  \_\_\_\_\_  
Name: Jason Farr  
Title: Vice President

STATE OF MISSOURI                    )  
  ) ss.:  
COUNTY OF ST. CHARLES            )

On this 13<sup>th</sup> day of September, 2012, before me, Nancy Netsch, a Notary Public in and for said state, personally appeared Umesh Choksi, the President & CEO of ARL II FUNDING LLC, known to me to be the person who executed the within Release of Collateral on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

**NANCY NETSCH**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: August 02, 2016  
Commission Number: 12499131

*Nancy Netsch*  
\_\_\_\_\_  
Notary Public

STATE OF TEXAS )  
 ) ss.:  
DALLAS COUNTY )

On this 12 day of September, 2012, before me, Jennifer S. Nester, a Notary Public in and for said state, personally appeared Jason Farr of WELLS FARGO CAPITAL FINANCE, LLC (f/k/a WELLS FARGO FOOTHILL, LLC), known to me to be the person who executed the within Release of Collateral on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

  
\_\_\_\_\_  
Notary Public



SCHEDULE A

<u>Lessee Code</u>	<u>Contract</u>	<u>Rptg Mark</u>	<u>Car Number</u>
1697	500100000	EAGX	286002

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 9/21/12

Edward M Luria  
Edward M. Luria