

December 28, 2012 02:00 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

August 31, 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 an Partial Termination and Release of Security Interests and Liens, dated as of December 28, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Collateral Assignment of Locomotive Leases previously filed with the Board under Recordation Number 29655.

The name and address of the party to the enclosed document are:

Administrative Agent: The PrivateBank and Trust Company
120 So. LaSalle Street, Suite 200
Chicago, Illinois 60603

Chief, Section of Administration
August 31, 2012
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A description of the railroad equipment covered by the enclosed document is:

Five (5) locomotives: NREX 7213, NREX 7246, NREX 7287, NREX 7937 and NREX 8092.

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

Partial Termination and Release of Security Interests and Liens.

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,



Edward M. Luria

EML/sem
Enclosures

PARTIAL TERMINATION AND RELEASE OF SECURITY INTERESTS AND LIENS

WHEREAS, THE PRIVATEBANK AND TRUST COMPANY (the "**Agent**") and NATIONAL RAILWAY EQUIPMENT CO., an Illinois corporation, (the "**Borrower**"), certain subsidiaries of the Borrower (together with the Borrower, the "**Loan Parties**") and certain Lenders party thereto (the "**Lenders**") have entered into that certain Loan and Security Agreement dated as of February 22, 2011 (as the same may be amended, restated or otherwise modified from time to time, the "**Loan Agreement**") pursuant to which the Lenders have agreed to make loans to and issue letters of credit for the account of the Borrower;

WHEREAS, the obligations of the Loan Parties under the Loan Agreement have been secured thereunder and pursuant to (i) that certain Memorandum of Loan and Security Agreement and Locomotive Security Agreement dated as of February 15, 2011, executed by the Loan Parties in favor of the Agent, recorded at the Surface Transportation Board ("STB") on February 17, 2011 under Recordation Number 29654 (the "**Locomotive Security Agreement**") and (ii) that certain Collateral Assignment of Locomotive Leases dated as of February 15, 2011, executed by the Loan Parties in favor of Agent, recorded at the STB on February 17, 2011 under Recordation Number 29655 (the "**Collateral Assignment**")

WHEREAS, Borrower intends to sell certain locomotives listed on Exhibit A attached hereto (the "**Locomotives**"), which such Locomotives currently constitute Collateral (as defined in the Loan Agreement) under the Loan Agreement; and

WHEREAS, the Borrower has requested that the Agent release its lien in connection with the Locomotives and Agent has agreed to release such lien.

WHEREAS, Agent has agreed to release its lien in connection with the Locomotives and desires to execute this Release to evidence for the public record the satisfaction and release of all the rights and obligations of the Borrower under the Loan Agreement with respect to the Locomotives and hereby authorizes the recording of this instrument with the STB.

NOW, THEREFORE, for value received, the Agent hereby remises, releases and conveys unto the Borrower without recourse or warranty of any kind, all right, title, claim or interest whatsoever the Agent has or may have in the Locomotives listed on Exhibit A. Unless specifically listed on Exhibit A hereto and released hereby, the security interests and liens in the remaining Collateral pursuant to the Loan Agreement, the Locomotive Security Agreement and the Collateral Assignment remain in full force and effect.

[signature page attached]

IN WITNESS WHEREOF, Agent has executed or caused this Instrument to be executed as of the date first above written.

THE PRIVATEBANK AND TRUST COMPANY

By: [Signature]
Name: Richard Pierce
Its: Managing Director

STATE OF ILLINOIS)
) ss.
County of Cook)

December 28, 2012, before me, Lucia M. Rasco, the undersigned Notary Public, personally appeared Richard Pierce personally known to me to be the person who executed the within instrument as Managing Director on behalf of the company therein named, and acknowledged to me that the corporation executed it.

[Signature]
Notary Public for THE PRIVATEBANK AND TRUST CO.
My Commission expires MAY 27, 2015

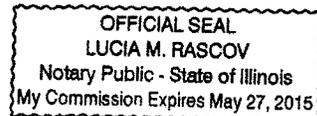


Exhibit A

Locomotives

Unit Number: NREX 7213
Type: EMD SD40-2

Unit Number: NREX 7246
Type: EMD SD40-2

Unit Number: NREX 7287
Type: EMD SD40-2

Unit Number: NREX 7937
Type: EMD SD40-2

Unit Number: NREX 8092
Type: EMD SD40-2

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: 12/28/12

Edward M Luria
Edward M. Luria