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December 18, 2012

RECORDATION NO. 23086-I FILED

JAN 04 '13 -12 50 PM

SURFACE TRANSPORTATION BOARD

Ms Cynthia Brown, Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Re: Our Client: InvestorsBank
Release of Collateral
Kasgro Rail Corp/Kasgro Leasing LLC (Borrower)
FCOF Midwest Credit LLC (Lender)

Dear Ms Brown:

I have enclosed for filing an original and photocopy of the Release of Collateral dated November 30, 2012 for FCOF Midwest Credit LLC and an additional copy of this letter

The recording fee of \$42.00 is also enclosed (\$41.00 check + \$1.00 check).

Once recorded, please file-stamp both the extra copy of this letter and Release of Collateral and return to my attention in the enclosed stamped, self-addressed envelope

If you have any questions or need additional information, please do not hesitate to contact me

Sincerely,



Mark P. Andringa

MPA:jas
Enclosures
cc Mr T Randall Lorenz (via email)

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RELEASE OF COLLATERAL

SURFACE TRANSPORTATION BOARD

This Release of Collateral (the "Release") dated as of November 30, 2012, is entered into by and between Kasgro Rail Corp, a Pennsylvania corporation and Kasgro Leasing LLC, a Pennsylvania limited liability company (collectively, the "Borrower"), and FCOF Midwest Credit LLC (the "Lender").

WHEREAS, the Borrower and Sky Bank (now known as The Huntington National Bank by way of merger) (collectively referred to herein as "Huntington"), entered into the Security Agreement ("Security Agreement") dated as of June 22, 2000 (as amended) pursuant to which the Borrower granted Huntington a security interest in all of the Borrower's right, title and interest in and to certain rolling stock, to secure a certain loan made to the Borrower by the Huntington;

WHEREAS, the Security Agreement was recorded on September 7, 2000 with the Surface Transportation Board, Recordation No. 23086;

WHEREAS, subsequent amendments to the Security Agreement have been filed with the Surface Transportation Board, including the Third Amendment to Security Agreement dated September 14, 2001 ("Third Amendment"), recorded on March 28, 2002, Recordation No. 23086-E,

WHEREAS, effective June 30, 2008, Huntington sold and assigned all of the right, title and interest in the Security Agreement (as amended) to the Lender,

WHEREAS, Huntington provided Borrower notice of such transfer by a letter dated September 25, 2008 (attached hereto as Exhibit A); and

WHEREAS, in connection with the full performance and satisfaction of the Borrower's obligations on the day hereof, the Borrower has requested that the Lender release its lien on and its security interest in all of railcars and all other property of the Borrower related thereto (as fully described in Section 1 hereof) subject to the lien created by the Security Agreement (as amended), 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 (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 (each 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 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 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 30th day of November, 2012.

KASGRO LEASING, LLC

By: *[Signature]*
Name: Stephen A. Platt
Title: Executive VP

KASGRO RAIL CORP.

By: *[Signature]*
Name: Stephen A. Platt
Title: Executive VP

FCOF MIDWEST CREDIT LLC
By: AMRESCO Commercial Finance, LLC, Servicer

By: *[Signature]*
Name: D. Craig Christensen
Title: Executive Vice President

[Signature Page to Release]

Schedule A

48' FM 12-axle, 370 ton heavy duty rail car bearing the following car number KRL 370367 and AAR Code F401

48' FM 12-axle, 370 ton heavy duty rail car bearing the following car number KRL 370368 and AAR Code F401

48' FM 12-axle, 370 ton heavy duty rail car bearing the following car number KRL 370369 and AAR Code F401

70' FM 4-axle, 112 ton heavy duty rail car bearing the following car number KRL 701221 and AAR Code F403

Exhibit A

[See attached correspondence from Huntington to Borrower dated September 25, 2008]

The Huntington National Bank
917 Euclid Ave
Special Assets Dept - CM66
Cleveland, OH 44115



September 25, 2008

Certified Mail

Kusgro Rail Corp.
Kusgro Leasing LLC
121 Rundle Road
New Castle, PA 16102

Re: \$7,765,711 Promissory Note (Loan 34)
\$10,000,000 Promissory Note (Loan 26)

Dear Borrowers:

This letter shall constitute notice to KASGRO RAIL CORP. and KASGRO LEASING LLC (the "Borrowers") of the sale and assignment of all of the right, title and interest in, to and under the referenced note(s), and documents executed in connection therewith (collectively the "Loan Documents") of The Huntington National Bank (successor by merger with Sky Bank) ("Huntington") to FCOF Midwest Credit LLC ("FCOF") effective June 30, 2008 (the "Effective Date"). Notwithstanding such sale and assignment, from the Effective Date, Huntington is continuing to service the loans evidenced by the Loan Documents for FCOF.

FCOF has succeeded to all of the rights and obligations of Huntington under the Loan Documents, and the Borrowers shall treat FCOF for all purposes as payee in place of Huntington under the Loan Documents. Effective immediately, the Borrowers should make payments on the Loan(s) to the following address:

FCOF
L-3193
Columbus, Ohio 43260

All communications regarding your loan(s) should be directed to Debra Flanigan, your assigned loan officer, at 304-623-7259

Sincerely,

The Huntington National Bank

A handwritten signature in cursive script, appearing to read 'Suzanne R. Rinehart', written over the typed name and title.
Suzanne R. Rinehart
Senior Vice President