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October 17, 2016

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 Release of Security Interest, dated as of October 17, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Loan and Security Agreement previously filed with the Board under Recordation Number 32176.

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

Lender: First Community Financial Bank
24 West Gartner Road
Naperville, IL 60540

[Grantor: Motive Power Resources, Inc.
902 East Rt. 71
Newark, IL 60541]

A description of the railroad equipment covered by the enclosed document is:

5 locomotives:

GP7 Locomotive, MVPX 4292
GP9 Locomotive, MVPX 8251

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GP9 Locomotive, MVPX 1711
GP9 Locomotive, MVPX 1751
SD9 Locomotive, MVPX 1751.

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

Partial Release of Security Interest.

Also enclosed is a check in the amount of \$45.00 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 RELEASE OF SECURITY INTEREST

This PARTIAL RELEASE OF SECURITY INTEREST, dated as of October 17, 2016, is entered into by FIRST COMMUNITY FINANCIAL BANK (hereinafter referred to as "Lender"), to hereby release all of its right, title and interest in and to the five (5) locomotives described on Exhibit A attached hereto.

WHEREAS, Lender is party to that certain Loan and Security Agreement, dated as of April 14, 2016 (hereinafter the "Loan and Security Agreement"), between Lender and Motive Power Resources, Inc., as Grantor;

WHEREAS, a Memorandum of the Loan and Security Agreement was filed with the Surface Transportation Board on April 15, 2016 at 10:00 a.m. under Recordation Number 32176;

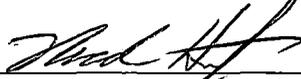
WHEREAS, Lender now desires to release, terminate, and cancel its right, title and security interest in the collateral as described in the foregoing instrument solely with respect to the railroad equipment described on Exhibit A attached hereto;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned hereby acknowledges the termination and release of its security interest in the collateral as described in the foregoing instruments solely with respect to the railroad equipment described on Exhibit A attached hereto; provided, however, that all provisions of such instruments which by their terms survive termination shall survive and not be deemed terminated or satisfied but shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

I certify that I hold the title set forth below, that this instrument was signed on behalf of FIRST COMMUNITY FINANCIAL BANK by authority of its governing board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of FIRST COMMUNITY FINANCIAL BANK. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

FIRST COMMUNITY FINANCIAL BANK

By: 

Name: Nicolas Holtz

Title: Vice President

EXHIBIT A

GP7 Locomotive, MVPX 4292

GP9 Locomotive, MVPX 8251

GP9 Locomotive, MVPX 1711

GP9 Locomotive, MVPX 1751

SD9 Locomotive, MVPX 1751

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: October 17, 2016

Edward M. Luria

Edward M. Luria