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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

October 19, 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 a Termination of Equipment Trust Agreement, dated as of February 18, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Trust Agreement previously filed with the Board under Recordation Number 19608-A.

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

Owner Trustee: Wells Fargo Bank Northwest, National  
Association  
299 South Main Street, 5th Floor  
Salt Lake City, Utah 84111

Security Trustee: U.S. Bank National Association  
Goodwin Square  
225 Asylum Street, 23rd Floor  
Hartford, Connecticut 06103

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

All railcars covered by the Equipment Trust Agreement previously filed with the Board under Recordation Number 19608-A are TERMINATED.

Section Chief  
October 19, 2016  
Page 2

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

Termination of Equipment Trust Agreement.

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,

A handwritten signature in blue ink, appearing to read "E. Luria", with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**TERMINATION OF EQUIPMENT TRUST AGREEMENT**

THIS TERMINATION OF EQUIPMENT TRUST AGREEMENT is made and entered into as of February 18, 2016 by and between WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (successor-in-interest to First Security Bank of Utah, National Association), a national banking association, not in its individual capacity, but solely as Owner Trustee ("*Owner Trustee*") and U.S. BANK NATIONAL ASSOCIATION (successor-in-interest to Shawmut Bank Connecticut, National Association), a national banking association, as Security Trustee ("*Security Trustee*").

1. The Owner Trustee and the Security Trustee have heretofore entered into that certain Equipment Trust Agreement dated as of September 1, 1995 (as amended, supplemented or modified to date, the "*Equipment Trust Agreement*") by which the Owner Trustee granted a security interest in certain railroad equipment to the Security Trustee in order to secure the Owner Trustee's performance of its obligations as described in the Equipment Trust Agreement. The Equipment Trust Agreement was duly recorded with the Interstate Commerce Commission (predecessor to the Surface Transportation Board) on September 21, 1995 at 9:20 A.M. under recordation number 19608-A. Capitalized terms used herein without definition have the meanings assigned to them in the Equipment Trust Agreement.

2. The Security Trustee acknowledges that prior to the date hereof all of the Equipment Trust Certificates issued pursuant to the Equipment Trust Agreement have been paid in full and all of the obligations under the Equipment Trust Agreement have been fully satisfied, complied with and performed. Accordingly, the Equipment Trust Agreement has been terminated and the lien in and on the Equipment pursuant to the terms thereof discharged and released.

3. At the sole cost and expense of the Trust Estate, the Security Trustee agrees to execute and deliver to the Owner Trustee appropriate instruments releasing all property subject to the Equipment Trust Agreement from any liens arising from the Equipment Trust Agreement, and the Security Trustee shall execute and deliver such instruments and will execute and deliver such other instruments or documents as may be reasonably requested by Owner Trustee to give effect to such release, and each of Owner Trustee and Security Trustee will cooperate, as provided in the Equipment Trust Agreement, in effectuating the release and discharge of all security interests, liens, pledges, financing statements, encumbrances and mortgages, in each case with respect to the Equipment Trust Agreement Estate, including, without limitation, the Units. Security Trustee hereby authorizes Owner Trustee to file (i) UCC termination statements with respect to any UCC financing statements filed by or on behalf of Security Trustee pursuant to the transactions contemplated by the Equipment Trust Agreement, the Participation Agreement and the Equipment Lease, or any other agreement related thereto and (ii) any necessary filings to effectuate the release and extinguishment contemplated by this Termination of Equipment Trust Agreement, including, without limitation, filings with the Surface Transportation Board and/or the Registrar General of Canada.

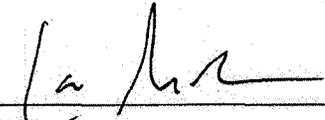
4. This Termination of Equipment Trust Agreement shall neither impair nor terminate the rights and obligations of the parties under the Equipment Trust Agreement which expressly survive this termination.

5. This Agreement may be executed in any number of counterparts, and each counterpart shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

6. This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have each caused this agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (successor-in-interest to First Security Bank of Utah, National Association), not in its individual capacity, but solely as Owner Trustee

By   
Name: Lane Molen  
Title: Assistant Vice President

Executed on this 17<sup>th</sup> day of February, 2016.

U.S. BANK NATIONAL ASSOCIATION (successor-in-interest to Shawmut Bank Connecticut, National Association), as Security Trustee

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

Executed on this \_\_\_\_ day of February, 2016.

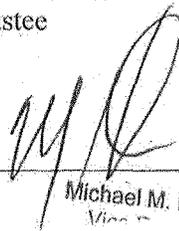
IN WITNESS WHEREOF, the parties hereto have each caused this agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (successor-in-interest to First Security Bank of Utah, National Association), not in its individual capacity, but solely as Owner Trustee

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

Executed on this \_\_\_ day of February, 2016.

U.S. BANK NATIONAL ASSOCIATION (successor-in-interest to Shawmut Bank Connecticut, National Association), as Security Trustee

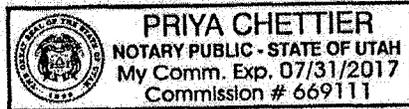
By  \_\_\_\_\_  
Name: Michael M. Hopkins  
Title: Vice President

Executed on this 17 day of February, 2016.

STATE OF UTAH )  
 ) SS.:  
COUNTY OF SALT LAKE )

On this, the 7<sup>th</sup> day of February, 2016, before me, a Notary Public in and for said County and State, personally appeared Lane Molen, who being by me duly sworn, says that (s)he is the Assistant Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (successor-in-interest to First Security Bank of Utah, National Association), that said instrument was signed on February 7<sup>th</sup> 2016 on behalf of said banking association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Priya Chettier  
Name: Priya Chettier  
Notary Public  
My Commission Expires: 07/31/2017  
Residing in Utah

STATE OF CONNECTICUT )  
 ) SS.:  
COUNTY OF HARTFORD )

On this, the \_\_\_ day of February, 2016, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of U.S. BANK NATIONAL ASSOCIATION (successor-in-interest to Shawmut Bank Connecticut, National Association), that said instrument was signed on February \_\_\_, 2016 on behalf of said banking association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF UTAH )  
 )  
 ) SS.:  
COUNTY OF SALT LAKE )

On this, the \_\_\_ day of February, 2016, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (successor-in-interest to First Security Bank of Utah, National Association), that said instrument was signed on February \_\_\_, 2016 on behalf of said banking association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

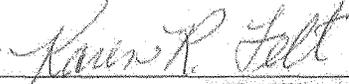
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF CONNECTICUT )  
 )  
 ) SS.:  
COUNTY OF HARTFORD )

On this, the 17 day of February, 2016, before me, a Notary Public in and for said County and State, personally appeared Michael M. Hopkins, who being by me duly sworn, says that (s)he is the Vice President of U.S. BANK NATIONAL ASSOCIATION (successor-in-interest to Shawmut Bank Connecticut, National Association), that said instrument was signed on February 17, 2016 on behalf of said banking association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

  
\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

KAREN R. FELT Notary Public, State of Connecticut My Commission Expires Feb. 28, 2019
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**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 19, 2016

*Edward M. Luria*

\_\_\_\_\_  
Edward M. Luria