

RECORDATION NO 17036-D FILED
December 19, 2013 11:55 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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December 19, 2013

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 Indenture, Mortgage and Security Agreement, dated as of December 18, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 17036.

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

Indenture Trustee: The Bank of New York Mellon Trust Company,
N.A. (as successor to Mercantile-Safe Deposit
and Trust Company)
2 North LaSalle Street
Chicago, IL 60602

Owner Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

Chief
Section of Administration
December 19, 2013
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A description of the railroad equipment covered by the enclosed document is:

All locomotives covered by the documents previously filed under Recordation Numbers 17036-A and 17036-C are RELEASED.

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

Termination of Indenture, Mortgage and Security Agreement.

Also enclosed is a check in the amount of \$44.00 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 'E. M. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

TERMINATION OF INDENTURE, MORTGAGE AND SECURITY AGREEMENT

THIS TERMINATION OF INDENTURE, MORTGAGE AND SECURITY AGREEMENT is made and entered into as of December 18, 2013 by and between Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee ("*Owner Trustee*") and The Bank of New York Mellon Trust Company, N.A. (as successor to Mercantile-Safe Deposit and Trust Company), as Indenture Trustee ("*Indenture Trustee*").

1. The Owner Trustee and the Indenture Trustee have heretofore entered into that certain Indenture, Mortgage and Security Agreement dated as of September 15, 1990 (as amended, supplemented or modified to date, the "*Indenture*") by which the Owner Trustee granted a security interest in certain locomotives to the Indenture Trustee in order to secure the Owner Trustee's performance of its obligations as described in the Indenture. Memoranda relating to the Indenture were duly recorded with the Interstate Commerce Commission on September 27, 1990 at 12:30 P.M. under recordation number 17036-A and on January 29, 1991 at 10:45 a.m. under recordation number 17036-C. Capitalized terms used herein without definition have the meanings assigned to them in the Indenture.

2. The Indenture Trustee acknowledges that prior to the date hereof all of the Equipment Notes issued pursuant to the Indenture have been paid in full and all of the obligations under the Indenture have been fully satisfied, complied with and performed. Accordingly, the Indenture is terminated effective as of the date hereof and the lien in and on the Equipment pursuant to the terms thereof is discharged and released.

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

4. This Termination of Indenture, Mortgage and Security Agreement shall neither impair nor terminate the rights and obligations of the parties under the Indenture which expressly survive this termination.

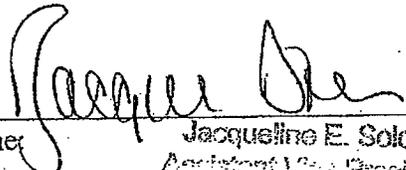
5. The Owner Trustee (a) hereby represents and warrants to the Indenture Trustee that (i) the principal of and interest on and Premium, if any, and all other amounts due and to become due under all Notes were paid in full to the Indenture Trustee on March 26, 2013; (ii) there were then and are now no other amounts due to the Holders and the Indenture Trustee under the Indenture or under the Indenture Estate Documents or otherwise secured by the Indenture; and (iii) the individual signing this Direction is a Responsible Officer of the Owner Trustee with respect to the subject matter of this Direction and (b) hereby requests, authorizes, instructs, and directs the Indenture Trustee, pursuant to Section 501 of the Indenture, to execute this Termination of Indenture, Mortgage and Security Agreement (which the Owner Trustee represents is an appropriate instrument under the Indenture) for the purpose of releasing the property subject thereto (the "*Subject Property*") from the Lien of the Indenture and return the same by fax or email (with executed originals to follow by overnight courier) to the attention of Edward M. Luria, Esq., ALVORD AND ALVORD, Suite 301, 1050 17th Street, N.W., Washington, DC 20036- 5556.

6. Notwithstanding the within request to release the Subject Property from the Lien of the Indenture, the rights, obligations, indemnities and immunities of the Indenture Trustee under the Indenture shall continue in effect in accordance with their terms and shall expressly survive this termination.

Execution
Copy

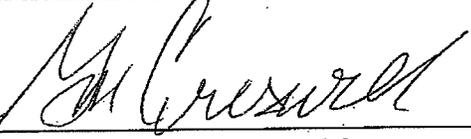
IN WITNESS WHEREOF, the parties hereto have each caused this instrument to be duly executed by their respective officers duly authorized as of the date and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By 
Name: Jacqueline E. Solone
Title: Assistant Vice President

Executed on this 18th day of December, 2013.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Indenture Trustee

By 
Name: GERALDINE CRESWELL
Title: VICE PRESIDENT

Executed on this 18 day of December, 2013.

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: 12/19/13

Edward M Luria
Edward M. Luria