

LAW OFFICES OF
LOUIS E. GITOMER, LLC.

LOUIS E. GITOMER
Lou@lgraillaw.com

600 BALTIMORE AVENUE, SUITE 301
TOWSON, MARYLAND 21204-4022
(410) 296-2250 • (202) 466-6532
FAX (410) 332-0885

MELANIE B. YASBIN
Melanie@lgraillaw.com
410-296-2225

January 14, 2015

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
Washington, DC 20423

Dear Ms. Brown:

I have enclosed for efilng the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Termination of Trust Indenture and Security Agreement (ALTSI Trust 94-B), a secondary document, dated as of January 9, 2015. The primary document to which this is connected is recorded under Recordation No. 19069. We request that this document be recorded under Recordation No. 19069-G.

The names and addresses of the parties to the Termination of Trust indenture and Security Agreement (ALTSI Trust 94-B) are:

Owner Trustee:

The Bank of New York Mellon
One Wall Street
New York, NY 10286

Indenture Trustee:

Wells Fargo Bank Northwest, National Association
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

A description of the equipment covered by the Termination of Trust indenture and Security Agreement (ALTSI Trust 94-B) consists of 66 double stack container rail cars numbered BRAN 4715-4726, inclusive, 4754-4766, inclusive, 4768-4774, inclusive, 4840-4862, inclusive, 4864-4874, inclusive, previously numbered APLX 4715-4726, inclusive, 4754-4766, inclusive, 4768-4774, inclusive, 4840-4862, inclusive, 4864-4874, inclusive, respectively).

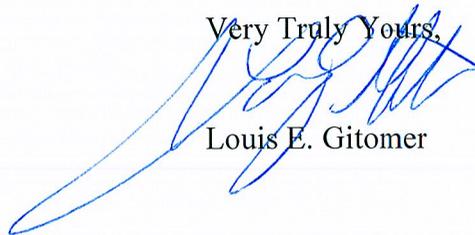
Ms. Cynthia T. Brown
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A fee of \$43.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
Lou_Gitomer@verizon.net

A short summary of the document to appear in the index follows: a Termination of Trust indenture and Security Agreement (ALTSI Trust 94-B) between The Bank of New York Mellon, One Wall Street, New York, NY 10286, and Wells Fargo Bank Northwest, National Association, 299 South Main Street, 12th Floor, Salt Lake City, UT 84111, covering 66 double stack container rail cars numbered BRAN 4715-4726, inclusive, 4754-4766, inclusive, 4768-4774, inclusive, 4840-4862, inclusive, 4864-4874, inclusive, previously numbered APLX 4715-4726, inclusive, 4754-4766, inclusive, 4768-4774, inclusive, 4840-4862, inclusive, 4864-4874, inclusive, respectively).

Very Truly Yours,



Louis E. Gitomer

Enclosure

TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT
(ALTSI Trust 94-B)

This TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT (ALTSI Trust 94-B) (this "Termination of Trust Indenture") is made and entered into as of January 9, 2015 by and between The Bank of New York Mellon, a New York banking corporation (as successor-in-interest to Meridian Trust Company), not in its individual capacity, but solely as Owner Trustee ("Owner Trustee") and Wells Fargo Bank Northwest, National Association, a national banking association (as successor-in-interest to First Security Bank of Utah, National Association), as Indenture Trustee ("Indenture Trustee").

1. Owner Trustee and Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (ALTSI Trust 94-B) dated as of November 15, 1994 (as amended, supplemented or modified to date, the "Indenture") by which Owner Trustee granted a security interest in certain railroad equipment to Indenture Trustee in order to secure Owner Trustee's performance of its obligations as described in the Indenture. The Indenture was duly recorded with the Interstate Commerce Commission (the "ICC") on November 21, 1994 at 1:35 PM under recordation number 19069-B and duly deposited with the Registrar General for Canada (the "RG") on November 23, 1994 under documentation number 629. Capitalized terms used herein without definition have the meanings assigned to them in the Indenture.

2. Owner Trustee and Indenture Trustee entered into that certain Indenture Supplement No. 1 dated as of November 21, 1994 by which Owner Trustee granted a security interest in 46 double stack container rail cars numbered APLX 4715-4726, inclusive, 4840-4862, inclusive, and 4864-4874, inclusive, to Indenture Trustee (the "Supplement 1 Cars"). Indenture Supplement No. 1 was duly recorded with the ICC on November 21, 1994 at 1:35 PM under recordation number 19069-C and duly deposited with the RG on November 23, 1994 under documentation number 630.

3. Owner Trustee and Indenture Trustee entered into that certain Indenture Supplement No. 2 dated as of December 22, 1994 by which Owner Trustee granted a security interest in 21 double stack container rail cars numbered APLX 4754-4774, inclusive, to Indenture Trustee (the "Supplement 2 Cars"). Indenture Supplement No. 2 was duly recorded with the ICC on December 22, 1994 at 11:00 AM under recordation number 19069-E and duly deposited with the RG on December 28, 1994, under documentation number 626.

4. The railcars were renumbered pursuant to a Memorandum of Car Renumbering dated as of July 16, 2007 by Pacer International, Inc., doing business as Pacer Stacktrain, formerly known as APL Land Transport Services, Inc. for 66 double stack container rail cars numbered BRAN 4715-4726, inclusive, 4754-4766, inclusive, 4768-4774, inclusive, 4840-4862, inclusive, 4864-4874, inclusive, previously numbered APLX 4715-4726, inclusive, 4754-4766, inclusive, 4768-4774, inclusive, 4840-4862, inclusive, 4864-4874, inclusive, respectively). The

Schedule A-__

Memorandum of Car Renumbering was duly recorded with the Surface Transportation Board on July 17, 2007 at 12:02 PM under recordation number 19069-F.

5. Indenture Trustee acknowledges that on or prior to the date hereof all of the Secured Notes issued pursuant to the Indenture have been paid in full, all monies held by the Indenture Trustee (including, but not limited to, funds deposited pursuant to Section 5.01, 5.03 and Article XI of this Indenture) have been distributed, and, to its knowledge, all of the obligations under the Indenture have been fully satisfied 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.

6. At the sole cost and expense of the Owner Participant, Indenture Trustee is executing and delivering to Owner Trustee this Termination of Trust Indenture releasing all property subject to the Indenture from any liens arising from the Indenture without recourse, representation or warranty, and Indenture Trustee 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 Trust Estate, including, without limitation, the Supplement 1 Cars and Supplement 2 Cars. Indenture Trustee hereby authorizes Owner Trustee to authorize the filing of (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, (ii) this Termination of Trust Indenture with the Surface Transportation Board and the RG, and (iii) any other necessary filings to effectuate the release and extinguishment contemplated by this Termination of Trust Indenture, including, without limitation, filings with the Surface Transportation Board and/or the RG.

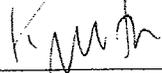
7. The parties acknowledge and agree that this Termination of Trust Indenture shall neither impair nor terminate any of the rights, privileges, protections, indemnities, immunities and obligations under the Indenture and the other Operative Documents which expressly survive the termination of the Indenture.

8. Indenture Trustee hereby agrees that any of the Operative Documents may be terminated at any time by the other parties thereto without the need to obtain any further consent or agreement of Indenture Trustee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Trust Indenture and Security Agreement (ALTSI Trust 94-B) to be duly executed by their respective officers duly authorized as of the date and year first above written.

THE BANK OF NEW YORK MELLON, not in its individual capacity, but solely as Owner Trustee

By 
Name: Philip L. Watson
Title: Vice President

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, as Indenture Trustee

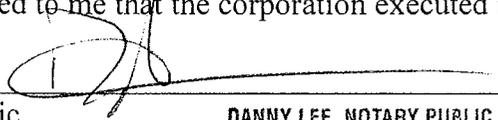
By _____
Name:
Title:

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 13th day of January, before me Danny Lee, the undersigned Notary Public, personally appeared Philip L Watson personally known to me to be the person who executed the within instrument as Vice President on behalf of The Bank of New York Mellon and acknowledged to me that the corporation executed it.



Notary Public

DANNY LEE, NOTARY PUBLIC
State of New York, NO. 01LE6161129
Qualified in New York County

My Commission expires **Commission Expires February 20, 20** 15

STATE OF _____)

) ss:

COUNTY OF _____)

On this ____ day of _____, before me _____, the undersigned Notary Public, personally appeared _____ personally known to me to be the person who executed the within instrument as _____ on behalf of the Wells Fargo Bank Northwest, National Association, and acknowledged to me that the corporation executed it.

Notary Public

My Commission expires

Schedule A-__

IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Trust Indenture and Security Agreement (ALTSI Trust 94-B) to be duly executed by their respective officers duly authorized as of the date and year first above written.

THE BANK OF NEW YORK MELLON, not in its individual capacity, but solely as Owner Trustee

By _____
Name:
Title:

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, as Indenture Trustee

By  _____
Name: Michael Arsenault
Title: Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, before me _____,
the undersigned Notary Public, personally appeared _____ personally known to me to
be the person who executed the within instrument as _____ on behalf of The
Bank of New York Mellon and acknowledged to me that the corporation executed it.

Notary Public

My Commission expires

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On this 9 day of January, 2015, before me Cynthia Scanlon,
the undersigned Notary Public, personally appeared Michael Arsonault personally known to me to
be the person who executed the within instrument as Vice President on behalf of the
Wells Fargo Bank Northwest, National Association, and acknowledged to me that the
corporation executed it.

Notary Public

My Commission expires 04/20/2018

