

RECORDATION NO. 26164-F  
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SURFACE TRANSPORTATION BOARD

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January 15, 2014

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 Memorandum of Termination of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1, Trust Indenture Supplement No. 2 and Trust Indenture Supplement No. 3, dated as of January 15, 2014, 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 26164.

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

Owner Trustee: Wells Fargo Bank Northwest, National  
Association,  
299 South Main Street, 12th Floor  
Salt Lake City, Utah 84111

Indenture Trustee: Wilmington Trust Company  
1100 North Market Street  
Wilmington, DE 19890

Chief  
Section of Administration  
January 15, 2014  
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A description of the railroad equipment covered by the enclosed document is:

79 locomotives: NS 5501 - NS 5580 (excluding NS 5531).

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

Memorandum of Termination of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1, Trust Indenture Supplement No. 2 and Trust Indenture Supplement No. 3.

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,



Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF TERMINATION OF TRUST INDENTURE AND SECURITY  
AGREEMENT, TRUST INDENTURE SUPPLEMENT NO. 1, TRUST INDENTURE  
SUPPLEMENT NO. 2 AND TRUST INDENTURE SUPPLEMENT NO. 3  
(Surface Transportation Board)**

THIS MEMORANDUM OF TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT, TRUST INDENTURE SUPPLEMENT NO. 1, TRUST INDENTURE SUPPLEMENT NO. 2 AND TRUST INDENTURE SUPPLEMENT NO. 3 dated as of January 15, 2014 ("Memorandum") is between WILMINGTON TRUST COMPANY, not individually but solely as Indenture Trustee ("Indenture Trustee") and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee (the "Owner Trustee" or the "Lessor").

The parties to this Memorandum hereby acknowledge and confirm the following:

- A. Owner Trustee has requested that Indenture Trustee release its security interest in all of its right, title and interest in those certain railcars identified on Schedule 1 attached hereto (the "Equipment"), pursuant to the terms of that certain Trust Indenture and Security Agreement and that certain Trust Indenture Supplement No. 1, Trust Indenture Supplement No. 2 and Trust Indenture Supplement No. 3, each dated May 31, 2006, between Indenture Trustee and Owner Trustee, and Indenture Trustee has granted Owner Trustee its release in the Equipment as of the date hereof.
- B. In addition, Owner Trustee has requested that Indenture Trustee release its security interest in connection with (i) that Equipment Lease Agreement (FURC Trust No. 2006-1) (the "Equipment Lease") dated as of May 31, 2006, between the Lessor and Wells Fargo Bank, National Association (as successor to First Union Rail Corporation, the "Lessee") and (ii) those Lease Supplements No. 1, 2 and 3 (FURC Trust 2006-1), each dated as of May 31, 2006 (the "Lease Supplements") and together with the Equipment Lease, the "Lease") between the Lessor and the Lessee, and Indenture Trustee has granted Owner Trustee its release in the Lease as of the date hereof.
- C. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.
- D. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

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**SCHEDULE 1**

**DESCRIPTION OF EQUIPMENT LEASE SUPPLEMENTS NOS. 1-3**

**DESCRIPTION OF EQUIPMENT LEASE SUPPLEMENT NO. 1**

<b>Basic Group</b>	<b>Equipment Description</b>	<b>Unit Mark</b>	<b># of Units</b>	<b>Builder</b>
A	2000 H.P., 4 axle, Locomotive	NS 5501 – NS 5503 NS 5504 – NS 5524	24	EMD

**DESCRIPTION OF EQUIPMENT UNDER LEASE SUPPLEMENT NO. 2**

<b>Basic Group</b>	<b>Equipment Description</b>	<b>Unit Mark</b>	<b># of Units</b>	<b>Builder</b>
B	2000 H.P., 4 axle, Locomotive	NS 5525 – NS 5530 NS 5532 – NS 5556	31	EMD

**DESCRIPTION OF EQUIPMENT UNDER LEASE SUPPLEMENT NO. 3**

<b>Basic Group</b>	<b>Equipment Description</b>	<b>Unit Mark</b>	<b># of Units</b>	<b>Builder</b>
C	2000 H.P., 4 axle, Locomotive	NS 5557 – NS5579 NS 5580	24	EMD

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: 1/15/13

Edward M Luria

Edward M. Luria