



RECORDATION NO. 18443-VV  
FILED SEPTEMBER 14, 2015 8:00 AM  
SURFACE TRANSPORTATION BOARD

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September 11, 2015

**VIA E-FILING**

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for electronic filing and recordation with the Surface Transportation Board ("STB") pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of the Bill of Sale, Assignment of Lease, and Full Release and Termination dated as of September 8, 2015 (the "Termination") between U.S. Bank National Association, as successor Owner Trustee, and The Bank of New York Mellon Trust Company, N.A., as successor Indenture Trustee, which Termination is a secondary document as defined in the STB's Rules for the Recordation of Documents. The enclosed Termination relates to the Trust Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993 and related documents previously filed with the Interstate Commerce Commission ("ICC") (predecessor to the STB) and the STB under Recordation Number 18443-A.

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

Owner Trustee:	U.S. Bank National Association 225 Asylum Street, Floor 23 Hartford, CT 06103
Indenture Trustee	The Bank of New York Mellon Trust Company, N.A. 2 North LaSalle Street, Suite 1020 Chicago, IL 60602

A description of the railroad equipment covered by the enclosed Termination is follows:

- All railroad equipment secured by the documents filed under recordation number 18443, including without limitation the 958 covered jumbo hopper railcars within the series CNW 490000 – CNW 490999 (not inclusive) listed on Schedule 1 to the Termination.,



The required recordation fee of \$43.00 is being paid to the STB by charge to our firm account.

Kindly return a file-stamped copy of the Termination and this letter to Susan G. Lichtenfeld at DLA Piper LLP (US), 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Secondary Document to be Recorded

Bill of Sale, Assignment of Lease, and Full Release and Termination dated as of September 8, 2015 (the "Termination") between U.S. Bank National Association, not in its individual capacity but solely as successor Owner Trustee, and The Bank of New York Mellon Trust Company, N.A., as successor Indenture Trustee.

Documents to Which the Secondary Document Relates

Trust Indenture and Security Agreement (CNW 1993-B) ("Indenture") dated as of October 14, 1993 between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, which Indenture was filed with the ICC on October 21, 1003, and assigned recordation number 18443-A, as supplemented and which supplements were filed as secondary documents under recordation number 18443-A.

Lease of Railroad Equipment (CNW 1993-B) ("Lease") dated as of October 14, 1993 between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, which Lease was filed with the ICC on October 21, 1003, and assigned recordation number 18443, as supplemented and which supplements were filed as secondary documents under recordation number 18443.

Thank you for your attention to this request.

Very truly yours,

**DLA Piper LLP (US)**

  
Susan G. Lichtenfeld

Enclosure

**BILL OF SALE, ASSIGNMENT OF LEASE, AND  
FULL RELEASE AND TERMINATION  
(CNW 1993-B)**

THIS BILL OF SALE, ASSIGNMENT OF LEASE, AND FULL RELEASE AND TERMINATION (this "Termination") is made and entered as of September 8, 2015 and effective as of July 31, 2015 (the "Effective Date"), by and between U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association), not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee ("Owner Trustee") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to Harris Trust and Savings Bank, successor to BNY Midwest Trust Company), as Indenture Trustee (the "Indenture Trustee").

WHEREAS, Harris Trust and Savings Bank, as indenture trustee ("Original Indenture Trustee"), and Shawmut Bank Connecticut, National Association, as owner trustee ("Original Owner Trustee"), are parties to a Trust Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993 (the "Original Indenture"), which was entered into in connection with a 1993 leverage lease financing (the "Original Financing") under a transaction described in the Participation Agreement (CNW 1993-B) dated as of October 14, 1993 (the "Participation Agreement") among Chicago and North Western Transportation Company, as lessee, the Original Owner Trustee, General Foods Credit Corporation, as owner participant (the "Original Owner Participant"), the Original Indenture Trustee, and Harris Trust and Savings Bank, as pass through trustee. Capitalized terms used herein without definition have the meanings ascribed to them in the Participation Agreement.

WHEREAS, the Original Indenture created a lien and security interest in favor of the Original Indenture Trustee in and to the Equipment (as defined in the Participation Agreement).

WHEREAS, the Original Indenture was duly recorded with the Surface Transportation Board ("STB") on October 21, 1993 under recordation number 18443-A and deposited with the Registrar General of Canada on October 22, 1993.

WHEREAS, the Original Financing was refinanced (the "Refinancing") pursuant to the Omnibus Agreement (CNW 1993) dated as of January 30, 2007 ("Omnibus Agreement") among Union Pacific Railroad Company, as successor lessee ("Lessee"), the Original Owner Participant, the Owner Trustee, BNY Midwest Trust Company, as indenture trustee ("Omnibus Indenture Trustee"), and BNY Midwest Trust Company, as pass through trustee.

WHEREAS, pursuant to the Refinancing, the Owner Trustee and the Omnibus Indenture Trustee entered into the Trust Indenture and Security Agreement (CNW 1993-B) dated as of January 30, 2007 (the "Omnibus Indenture").

WHEREAS, the Omnibus Indenture created a lien and security interest in favor of the Omnibus Indenture Trustee in and to the railroad equipment identified on Exhibit A to the Omnibus Indenture, which includes without limitation the railcars currently being leased to Lessee under the Lease (as hereinafter defined) and which are described on Schedule 1 hereto ("Railcars").

WHEREAS, a Memorandum of the Omnibus Indenture effective as of January 30, 2007 was duly recorded with the STB on January 26, 2007 under recordation number 18443-LL and deposited with the Registrar General of Canada on January 26, 2007.

WHEREAS, the Equipment was, and the Railcars are, being leased to Lessee, as successor lessee, under the following documents (collectively, the "Lease"): Lease of Railroad Equipment CNW 1993-B dated as of October 14, 1993 between Chicago and North Western Transportation Company, as lessee, and Shawmut Bank Connecticut, National Association, as Owner Trustee, as lessor, together with Lease Supplement No. 1 (CNW 1993-B) thereto dated as of November 30, 1993; Lease Supplement No. 2 (CNW 1993-B) thereto dated as of December 30, 1993, as amended by Amendment No. 1 (CNW 1993-B) dated as of December 30, 1993 to Lease Supplement 2; Lease Supplement No. 3 (CNW 1993-B) thereto dated as of January 28, 1994; Lease Supplement No. 4 (CNW 1993-B) thereto dated, as of January 28, 1994, as amended by Amendment No. 1 (CNW 1993-B) dated as of March 1, 1994 to Supplement 4; Lease Supplement No. 5 (CNW 1993-B) thereto dated as of February 28, 1994, as amended by Amendment No. 1 (CNW 1993-B) dated as of March 1, 1994 to Supplement 5 and Amendment No. 2 (CNW 1993-B) dated as of July 15, 2003 to Supplement 5; Lease Supplement No. 6 (CNW 1993-B) thereto dated as of March 30, 1994; Lease Supplement No. 7 (CNW 1993-B) thereto dated as of April 29, 1994; Lease Supplement No. 8 (CNW 1993-B) thereto dated as of May 31, 1994; Omnibus Agreement; and Lease Extension Agreement (CNW 1993-B) dated as of May 1, 2015.

WHEREAS, pursuant to the Refinancing, the Original Notes (as defined in the Omnibus Agreement) were redeemed and all premium and accrued and unpaid interest thereon was paid, and the lien of the Original Indenture was released as set forth in the Termination of Trust Indenture and Security Agreement (CNW 1993-B) dated as of January 30, 2007 between Owner Trustee and Omnibus Indenture Trustee, which was duly recorded with the STB on January 26, 2007 under recordation number 18443-OO and deposited with the Registrar General of Canada on January 26, 2007.

WHEREAS, all amounts due under the Omnibus Indenture and the Notes (as defined in the Omnibus Agreement) were paid prior to or on the Effective Date.

WHEREAS, Indenture Trustee and Owner Trustee desire to terminate, release and discharge the Omnibus Indenture and to record such termination and cancellation with the STB.

WHEREAS, Owner Trustee desires to sell the Railcars and to assign the Lease to Citicorp Railmark, Inc. ("CitiRail"), the successor owner participant ("Owner Participant") under the Trust Agreement (as defined below).

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indenture Trustee and Owner Trustee agree as follows:

1. The Omnibus Indenture is terminated effective as of the Effective Date, and Indenture Trustee hereby terminates, releases and discharges its security interest in all railroad equipment secured thereby, including without limitation the Railcars. Owner Trustee confirms and acknowledges that the indebtedness thereby secured has been fully paid and hereby directs Indenture Trustee to execute and deliver this Termination.

2. Owner Trustee hereby, as of the Effective Date, grants, bargains, sells, transfers, conveys, assigns and releases to CitiRail, and its successors and assigns, all right, title and interest of Owner Trustee in and to the Railcars and all accessories, additions, improvements and replacements therein, "AS IS, WHERE IS" and without recourse or any representations or warranty of any kind whatsoever, whether written, oral, express or implied (including without limitation any representation or warranty as the MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE of the Equipment, other than that the Railcars are being sold hereby free and clear of any Lessor Lien's attributable to Owner Trustee. Owner Trustee confirms and acknowledges that the Amended and Restated Trust Agreement No. 2 (CNW 1993-B), dated as of January 30, 2007, between the Owner Participant (as successor to General Foods Credit Corporation), as owner participant, and the Owner Trustee, as successor owner trustee, as amended, supplemented and modified to date (the "Trust Agreement"), and the trust created thereby have terminated effective as of the Effective Date and are of no further force or effect other than such terms therein which survive termination of the Trust Agreement.

3. Owner Trustee hereby, as of the Effective Date, assigns, transfers and conveys to CitiRail all of Owner Trustee's right, title and interest in, to and under the Lease.

4. This Termination may be executed (i) by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument and (ii) by a party and delivered to the other party by facsimile or other electronic transmission, and such signature shall have the same force and effect as an original signature on such document.

5. This Termination is executed and delivered by U.S. Bank National Association, not in its individual or corporate capacity, but solely in its capacity as Owner Trustee under the Trust Agreement. Any representation, undertaking or agreement herein made on the part of Owner Trustee is made and intended not as a personal representation, undertaking and agreement by U.S. Bank National Association and under no circumstances shall U.S. Bank National Association be personally liable for the payment of any indebtedness or expenses of Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Owner Trustee hereunder.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

**U.S. BANK NATIONAL ASSOCIATION.**

not in its individual capacity, but solely as Owner  
Trustee and Lessor

By: M. Y. Dufresne  
Name: Maryanne Y. Dufresne  
Title: Vice President

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**

as Indenture Trustee

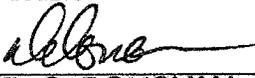
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

**U.S. BANK NATIONAL ASSOCIATION,**  
not in its individual capacity, but solely as Owner  
Trustee and Lessor

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

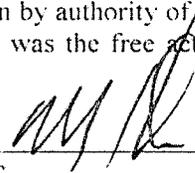
**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**  
as Indenture Trustee

By:  \_\_\_\_\_  
Name: **D. G. DONOVAN**  
Title: **VICE PRESIDENT**

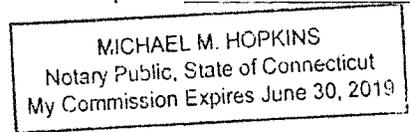
State of Connecticut )  
 ) ss  
County of Hartford )

On this 11 day of September, 2015, before me, a notary public, personally appeared Maryanne Y. Dufresne, to me personally known, who being by me duly sworn says that he or she is the Vice President of **U.S. BANK NATIONAL ASSOCIATION**, and that said instrument was executed on behalf of said national banking association by authority of its Bylaws, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he or she is the \_\_\_\_\_ of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State of Connecticut )  
 )  
County of Hartford ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he or she is the \_\_\_\_\_ of U.S. BANK NATIONAL ASSOCIATION, and that said instrument was executed on behalf of said national banking association by authority of its Bylaws, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

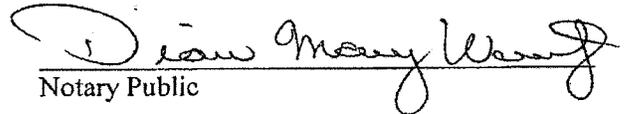
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State of ILLINOIS )  
 )  
County of COOK ) ss

On this 8<sup>th</sup> day of September, 2015, before me, a notary public, personally appeared **D. G. DONOVAN**, to me personally known, who being by me duly sworn says that he or she is the **VICE PRESIDENT** of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## **SCHEDULE 1**

### **EQUIPMENT**

Nine hundred fifty eight (958) 5,260 c.f. covered jumbo hopper railcars bearing the following road marks and numbers (all inclusive):

CNW 490000 – 490011	CNW 490447 – 490580
CNW 490013 – 490029	CNW 490582 – 490594
CNW 490031 – 490041	CNW 490596 – 490635
CNW 490043 – 490050	CNW 490637 – 490665
CNW 490052 – 490094	CNW 490667 – 490681
CNW 490096 – 490113	CNW 490683 – 490705
CNW 490115 – 490124	CNW 490707
CNW 490126 – 490132	CNW 490709 – 490743
CNW 490134 – 490152	CNW 490745 – 490780
CNW 490155 – 490167	CNW 490782 – 490784
CNW 490169 – 190178	CNW 490786 – 490812
CNW 490180 – 490236	CNW 490814 – 490818
CNW 490238 – 490255	CNW 490820 – 490823
CNW 490257 – 490288	CNW 490825 – 490837
CNW 490290 – 490315	CNW 490839 – 490855
CNW 490317 – 490330	CNW 490857 – 490867
CNW 490332 – 490333	CNW 490869
CNW 490335 – 490340	CNW 490871 – 490908
CNW 490342 – 490358	CNW 490910 – 490918
CNW 490360 – 490442	CNW 490920 – 490954
CNW 490444 – 490445	CNW 490956 - 490999