

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

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

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

January 15, 2015

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 Partial Termination of Lease, dated as January 15, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement and Lease Supplement No. 6 previously filed with the Board under Recordation Number 26580-H.

The name and address of the party to the enclosed document are:

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

Lessee: Duke Energy Carolinas, LLC (f/k/a Duke Power
Company, LLC)
526 South Church Street
Charlotte, NC 28202

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

6 railcars TERMINATED: DKPX 730217, DKPX 730266, DKPX 730231,
DKPX 730143, DKPX 730215 and DKPX 730129.

Section Chief
January 15, 2015
Page 2

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

Partial Termination of Lease.

Also enclosed is a check in the amount of \$43.00 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,


for
Edward M. Luria

EML/cem
Enclosures

PARTIAL TERMINATION OF LEASE

THIS PARTIAL TERMINATION OF LEASE, dated as of January 15, 2015 ("Partial Termination"), is between WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee (the "Lessor") and DUKE ENERGY CAROLINAS, LLC (f/k/a, Duke Power Company LLC), as Lessee ("Lessee").

1. Lessee has heretofore leased from Lessor certain railroad equipment identified on Schedule 1 attached hereto (the "Equipment"), as indicated under Lease Supplement No. 6, dated as of February 27, 2007 to that certain Equipment Lease Agreement (DPC Trust No. 2006-1), dated as of September 28, 2006 (collectively, the "Lease"), evidence of which was filed with the Surface Transportation Board (the "STB") and the Registrar General of Canada, on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 2 hereto.

Capitalized terms used herein without definition shall have the meanings given such terms in the Lease.

2. The Lessor waives any requirement of notice under Section 11.2 of the Lease with respect to the Event of Loss that occurred on August 11, 2014 and relating to the payment of Stipulated Loss Value in respect of the Units identified herein and agrees to accept the payment of the relevant Stipulated Loss Value on the January 15, 2015 Determination Date in respect of such Units. The Lessee acknowledges that the waiver provided hereby relates only to the Event of Loss described above and the Lessor may require payment of a waiver fee in connection with any subsequent request for a waiver under the Operative Documents.

3. The Lease is terminated effective as of the date hereof solely with respect to the Equipment, which have suffered an Event of Loss under the Lease.

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

5. This Partial Termination may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Partial Termination of Lease to be executed as of the first date herein above written.

DUKE ENERGY CAROLINAS, LLC

By: Elliott Batson
Name: Elliott Batson
Title: Director, Coal

STATE OF NC)
COUNTY OF Mecklenburg) ss:

The foregoing Partial Termination of Lease was acknowledged before me, the undersigned Notary Public, in the County of Mecklenburg this 14 day of ~~December, 2014~~ ^{January, 2015} by Elliott Batson, as Director, Coal of Duke Energy Carolinas, LLC.

Notary Public Katie Jamieson

My commission expires: June 14, 2016

[Notarial Seal]



Schedule I

**EQUIPMENT DESCRIPTION
(Equipment Group F)**

Manufacturer	Mark	Car Number	Equipment Group
Freightcar America, Inc.	DKPX	730217	F
Freightcar America, Inc	DKPX	730266	F
Freightcar America, Inc	DKPX	730231	F
Freightcar America, Inc	DKPX	730143	F
Freightcar America, Inc	DKPX	730215	F
Freightcar America, Inc	DKPX	730129	F

Schedule 2

EVIDENCE OF FILING

A Memorandum of Lease Agreement and Lease Supplement No. 6 was filed with (i) the Surface Transportation Board on February 27, 2007 at 8:09 a.m. under recordation number 26580-H, and (ii) the Registrar General of Canada on February 27, 2007 at 10:46 a.m.

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: 4/15/14

Edward M Luria
Edward M. Luria