

RECORDATION NO 19401-T FILED
December 12, 2013 04:00 PM
SURFACE TRANSPORTATION BOARD

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

December 12, 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 Trust Indenture and Security Agreement (SPT 1995-A), dated as of December 12, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement and related documents previously filed with the Board under Recordation Numbers 19401-K, 19401-L and 19401-M.

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

Indenture Trustee: Wells Fargo Bank Northwest, N.A.
299 South Main Street
Salt Lake City, UT 84111

Owner Trustee: U.S. Bank National Association
225 Franklin Street
Boston, Massachusetts 02110

Chief
Section of Administration
December 12, 2013
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A description of the railroad equipment covered by the enclosed document is:

All railroad equipment covered by the documents filed under Recordation Numbers 19401-K, 19401-L and 19401-M are RELEASED.

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

Termination of Trust Indenture and Security Agreement (SPT 1995-A).

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 'Edward M. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

**TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT
(SPT 1995-A)**

THIS TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT is made and entered into as of December 12, 2013 by and between U.S. Bank National Association (successor to State Street Bank and Trust Company), not in its individual capacity, but solely as Owner Trustee ("*Owner Trustee*") and Wells Fargo Bank Northwest, N.A., a national banking association, as Indenture Trustee ("*Indenture Trustee*").

1. The Owner Trustee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (SPT 1995-A) dated as of January 2, 2008 (as amended, supplemented or modified to date, the "*Indenture*") by which the Owner Trustee granted a security interest in certain railcars 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 (i) with the Surface Transportation Board on December 27, 2007 at 8:00 A.M. under recordation numbers 19401-K, 19401-L and 19401-M and (ii) with the Registrar General of Canada on December 27, 2007 at 10:55 A.M. under the document keys 19028, 19029 and 19030. 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 Units. 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 Trust Indenture and Security Agreement, including, without limitation, filings with the Surface Transportation Board and/or the Registrar General of Canada.

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

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.

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

By Carolina D Altomare
Name: Carolina D. Altomare
Title: Vice President

Executed on this ___ day of December, 2013.

WELL FARGO BANK NORTHWEST, N.A.,
as Indenture Trustee

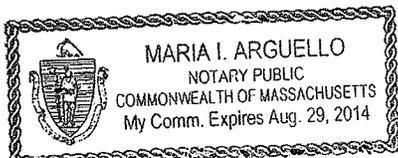
By _____
Name:
Title:

Executed on this ___ day of December, 2013.

STATE OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On this, the ___ day of December, 2013, before me, a Notary Public in and for said County and State, personally appeared Carolina D. Altomare, who being by me duly sworn, says that (s)he is the Vice President of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on December, 2013 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Maria I. Arguello
Name: _____
Notary Public
My Commission Expires: 8-29-2014
Residing in MA

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the ___ day of December, 2013, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the _____ of WELLS FARGO BANK NORTHWEST, N.A., that said instrument was signed on December, 2013 on behalf of said association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

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.

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

By _____
Name:
Title:

Executed on this ____ day of December, 2013.

WELL FARGO BANK NORTHWEST, N.A.,
as Indenture Trustee

By Michael A. _____
Name: **Michael Arsenault**
Title: **Vice President**

Executed on this __ day of December, 2013.

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the __ day of December, 2013, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the _____ of U.S. BANK, NATIONAL ASSOCIATION, that said instrument was signed on December, 2013 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

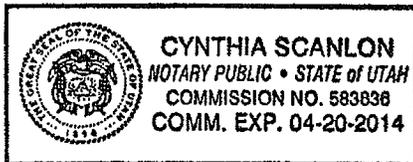
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF Utah)
) SS.:
COUNTY OF Salt Lake)

On this, the __ day of December, 2013, before me, a Notary Public in and for said County and State, personally appeared Michael Arsenault, who being by me duly sworn, says that (s)he is the Vice President of WELLS FARGO BANK NORTHWEST, N.A., that said instrument was signed on December, 2013 on behalf of said association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Cynthia Scanlon
Name: Cynthia Scanlon
Notary Public
My Commission Expires: 04/20/2014
Residing in Salt Lake County, UT.

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: 12/12/13

Edward M Luria

Edward M. Luria