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

November 20, 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 Memorandum of Termination of Head Lease (2003-B), dated as of November 20, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Memorandum of Head Lease Agreement (2003-B) previously filed with the Board under Recordation Number 24623.

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

Head Lessor: State of Connecticut c/o Commissioner of
Transportation
2800 Berlin Turnpike P.O. Box 317546
Newington, CT 06131

Head Lessee: CTDOT 2003-B Statutory Trust c/o Wells
Fargo Bank Northwest, National Association
213 Court Street, Suite 902
Middletown, CT 06457

Section Chief
November 20, 2015
Page 2

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

All railroad equipment covered by the Memorandum of Head Lease Agreement (2003-B) filed under Rec. No. 24623 is hereby TERMINATED.

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

Memorandum of Termination of Head Lease (2003-B).

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,



Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF TERMINATION OF HEAD LEASE (2003-B)
("MEMORANDUM")
As of November 20, 2015

THIS MEMORANDUM evidences the termination of that certain MEMORANDUM OF HEAD LEASE AGREEMENT (2003-B), dated as of September 30, 2003, between STATE OF CONNECTICUT (the "Head Lessor") and CTDOT 2003-B STATUTORY TRUST (the "Head Lessee"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Head Lease (defined below) or Appendix A to the Participation Agreement (2003-B), dated as of September 30, 2003, among the State of Connecticut, as Lessee and, as successor to AmSouth Leasing, Ltd., as Equity Investor, CTDOT 2003-B Statutory Trust, as Lessor, FSA Global Funding, as Series A Lender, Dexia Credit Local, New York Branch (f/k/a New York Agency), as Series B Lender, Premier International Funding Co., as Debt Payment Undertaker, and Wells Fargo Bank Northwest, National Association, as Trustee and in its individual capacity only to the extent expressly provided therein.

WHEREAS, Head Lessor and Head Lessee entered into that certain Head Lease Agreement (CTDOT 2003-B), dated September 30, 2003, as supplemented by the Head Lease Supplement (CTDOT 2003-B)(Equipment Lot 1), Head Lease Supplement (CTDOT 2003-B)(Equipment Lot 2), Head Lease Supplement (CTDOT 2003-B)(Equipment Lot 3), Head Lease Supplement (CTDOT 2003-B)(Equipment Lot 4), Head Lease Supplement (CTDOT 2003-B)(Equipment Lot 5), each dated September 20, 2003 (the "Head Lease"), covering all the rail equipment identified therein;

WHEREAS, on November 20, 2015, the Head Lessor and Head Lessee terminated the Head Lease (the "Termination");

WHEREAS, the Head Lessor and Head Lessee now wish to clarify the public record to reflect the Termination;

NOW THEREFORE, the Head Lessor and Head Lessee record this Memorandum to serve as public notice that the Memorandum of Head Lease Agreement filed with the Surface Transportation Board on September 30, 2003, under Recordation No. 24623, has been terminated in all respects.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Termination of Head Lease to be duly executed as of the date first written above.

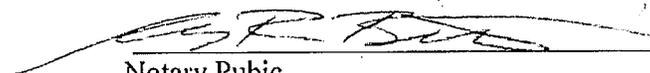
**STATE OF CONNECTICUT, acting herein by
its Commissioner of Transportation**

By: James P. Redeker
Name: James P. Redeker
Title: Commissioner of Transportation

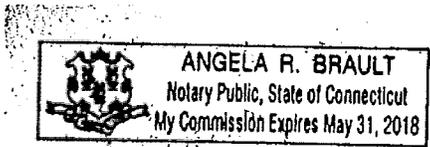
Authorized pursuant to Section 13b-34(h) of
the Connecticut General Statutes, as revised

STATE OF CONNECTICUT)
)
) ss.:
COUNTY OF HARTFORD)

On this 10 day of November, 2015, before me personally appeared James P. Redeker to me personally known, who, by me being duly sworn, says that he is the Commissioner of Transportation of the State of Connecticut, that the foregoing instrument was signed on behalf of said State of Connecticut, and he acknowledges that he executed the same in the capacity therein stated and for the purposes therein contained.



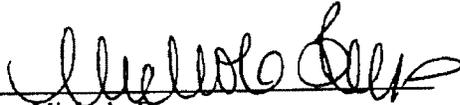
Notary Public
My Commission Expires: _____



IN WITNESS WHEREOF, the parties have caused this Memorandum of Termination of Head Lease to be duly executed as of the date first written above.

CTDOT 2003-B STATUTORY TRUST

**BY: WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as Trustee
under the Trust Agreement**

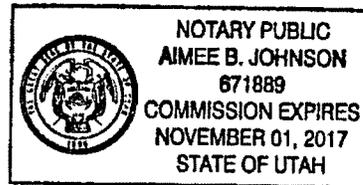
By: 

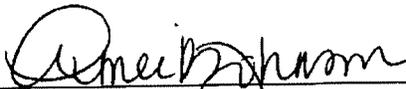
Name: Nichole Beers

Title: Assistant Vice President

STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss.:

On this 1 day of November, 2015, before me personally appeared Nichole Beers, to me personally known, who, by me being duly sworn, says that she is the Assistant Vice President of Wells Fargo Bank Northwest, National Association, that the foregoing instrument was signed on behalf of said CTDOT 2003-B Statutory Trust, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said CTDOT 2003-B Statutory Trust and Wells Fargo Bank Northwest, National Association.





Notary Public
My Commission Expires: 11-1-17

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: November 20, 2015

Edward M. Luria

Edward M. Luria