



RECORDATION NO. 18795-H  
FILED FEBRUARY 26, 2015 04:54 PM  
SURFACE TRANSPORTATION BOARD

**DLA Piper LLP (US)**  
203 North LaSalle Street, Suite 1900  
Chicago, Illinois 60601-1293  
T 312.368.4000  
F 312.236.7516  
W [www.dlapiper.com](http://www.dlapiper.com)

SUSAN G. LICHTENFELD  
[susan.lichtenfeld@dlapiper.com](mailto:susan.lichtenfeld@dlapiper.com)  
Direct Phone: 312-368-2125  
Direct Fax: 312-630-6338

February 26, 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 February 23, 2015 (the "Termination") between Wilmington Trust Company, as Security Trustee, and U.S. Bank National Association, as successor-in-interest to Shawmut Bank Connecticut, National Association, not in its individual capacity but solely as successor Owner 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 Security Agreement-Trust Deed dated as of May 3, 1994 and related documents previously filed with the Interstate Commerce Commission ("ICC") (predecessor to the STB) and the STB under Recordation Number 18795.

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

Security Trustee: *Wilmington Trust Company*  
1100 North Market Street  
Wilmington, DE 19890-1605

Owner Trustee: U.S. Bank National Association  
225 Asylum St, 23rd Floor  
Hartford, CT 06103



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

- 212 rotary dump coal hoppers within the series KPLX 001001 – KPLX 001240 (not inclusive) listed on Schedule 1 to the Termination,
- and
- 94 aluminum coal gondola cars within the series JECX 002101 – JECX 004119 (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 February 23, 2015 (the "Termination") between Wilmington Trust Company, as Security Trustee, and U.S. Bank National Association, as successor-in-interest to Shawmut Bank Connecticut, National Association, not in its individual capacity but solely as successor Owner Trustee.

Documents to Which the Secondary Document Relates

Security Agreement-Trust Deed ("Security Agreement") dated as of May 3, 1994 between Wilmington Trust Company, as security trustee, and Shawmut Bank Connecticut, National Association, not in its individual capacity but solely as original owner trustee, as supplemented, which Security Agreement was filed with the ICC on May 3, 1994 and assigned recordation number 18795-A and which supplement thereto was filed with the ICC on May 3, 1994 and assigned recordation number 18795-C.

Railcar Lease ("Lease") dated as of May 3, 1994 between Shawmut Bank Connecticut, National Association, as lessor, and Western Resources, Inc. (now known as Westar Energy, Inc.), as lessee ("Lessee"), as supplemented by Lease Supplement No. 1 dated May 3, 1994 ("Lease Supplement"), and as extended by First Lease Extension Agreement to Lease Supplement No. 1 dated as of May 22, 2014, which Lease was filed with the ICC on May 3, 1994 and assigned



recordation number 18795 and which Lease Supplement was filed with the ICC on May 3, 1994 and assigned recordation number 18795-B.

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**

THIS BILL OF SALE, ASSIGNMENT OF LEASE AND FULL RELEASE AND TERMINATION (this "Termination") is made and entered into as of February 23, 2015, and effective as of December 31, 2014 (the "Effective Date"), by and between Wilmington Trust Company, a Delaware trust company, as Security Trustee ("Security Trustee"), and U. S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to Shawmut Bank Connecticut, National Association, not in its individual capacity but solely as successor Owner Trustee ("Owner Trustee").

WHEREAS, Security Trustee and Shawmut Bank Connecticut, National Association, not in its individual capacity but solely as original Owner Trustee ("Original Owner Trustee") are parties to a Security Agreement-Trust Deed dated as of May 3, 1994 (the "Trust Deed"), as supplemented by Security Agreement Supplement No. 1 dated as of May 3, 1994 between Security Trustee and Original Owner Trustee ("Supplement No. 1"; the Trust Deed as supplemented by Supplement No. 1 are collectively referred to as the "Security Agreement"). The Security Agreement was entered into in connection with the 1994 leverage lease financing under a transaction described in the Participation Agreement (the "Participation Agreement") dated as of May 3, 1994 among Western Resources, Inc. (now known as Westar Energy, Inc.), as Lessee, BA Leasing & Capital Corporation (to which Citicorp Railmark, Inc. is successor in interest), as Owner Participant, the Original Owner Trustee, the Note Purchasers named in Schedule 2 thereto, and the Security Trustee.

WHEREAS, the Security Agreement created a lien and security interest in favor of Security Trustee in and to the Collateral (as defined in the Security Agreement), which includes without limitation the railcars described on Schedule 1 attached hereto (the "Equipment") and the Lease (as hereinafter defined).

WHEREAS, the Equipment is being leased to the Westar Energy, Inc. ("Lessee") (formerly known as Western Resources, Inc.) under the following documents: the Railcar Lease dated as of May 3, 1994 between Original Owner Trustee, as lessor, and the Lessee (the "Railcar Lease"), as supplemented by Lease Supplement No. 1 dated May 3, 1994 between Original Owner Trustee, as lessor, and Lessee ("Lease Supplement No. 1"), and as extended by First Lease Extension Agreement to Lease Supplement No. 1 dated as of May 22, 2014 between Owner Trustee and Lessee ("Extension"; the Railcar Lease as supplemented by Lease Supplement No. 1 and extended by the Extension are collectively referred to as the "Lease").

WHEREAS, the Trust-Deed was duly filed for recordation with the Interstate Commerce Commission ("ICC") on May 3, 1994 and assigned recordation number 18795-A and Supplement No. 1 was duly filed for recordation with the ICC on May 3, 1994 and assigned recordation number 18795-C.

WHEREAS, the Railcar Lease was duly filed for recordation with the ICC on May 3, 1994 and assigned recordation number 18795 and Lease Supplement No. 1 was duly filed for recordation with the ICC on May 3, 1994 and assigned recordation number 18795-B.

WHEREAS, all amounts due under the Security Agreement and the Notes were paid prior to the Effective Date.

WHEREAS, Security Trustee and Owner Trustee desire to terminate, release and discharge the Security Agreement and to record such termination and cancellation with the Surface Transportation Board ("STB"), successor entity to the ICC.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Security Trustee and Owner Trustee, intending to be legally bound, agree as follows:

1. Security Trustee and Owner Trustee hereby terminate, as of the Effective Date, the Security Agreement (except for Section 11 of the Trust Deed, which shall survive) and Security Trustee hereby terminates, releases and discharges, as of the Effective Date, its security interest in the Collateral, including without limitation its security interest in the Equipment and the Lease. The Owner Trustee confirms and acknowledges that the Indebtedness Hereby Secured (as defined in the Definitions set forth as Annex 1 to the Trust Deed) has been fully paid and hereby directs the Security 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 Citicorp Railmark, Inc. ("CitiRail"), as Owner Participant, and its successors and assigns all right, title and interest of Owner Trustee in and to the Equipment and all accessories, additions, improvements and replacements therein, "AS IS, WHERE IS" and without recourse or any representation or warranty of any kind whatsoever, whether written, oral, express or implied (including without limitation without any representation or warranty as the MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE of the Equipment), other than a warranty against any Lessor's Liens attributable to Owner Trustee on the Equipment. Owner Trustee confirms and acknowledges that the Trust Agreement (the "Trust") dated as of May 3, 1994 between the Original Owner Trustee and BA Leasing & Capital Corporation, as the original Owner Participant, as amended by the Trust Agreement Side Letter ("Side Letter") dated May 3, 1994 between the Original Owner Trustee and BA Leasing & Capital Corporation, as the original Owner Participant (the Trust as amended by the Side Letter is hereinafter referred to as the "Trust Agreement"), and the trust created thereby have terminated and are of no further force or effect other than such terms therein as survive any 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. The parties agree to record this Termination with the STB to release any lien against the Collateral created by or arising out of the Security Agreement.

5. 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.

6. 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 the 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, Security Trustee and Owner Trustee have caused this Termination to be executed as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Security Trustee

By   
Name: Steve Barone  
Title: Assistant Vice President

U.S. BANK NATIONAL ASSOCIATION, as successor-in-interest to Shawmut Bank Connecticut, National Association, not in its individual capacity but solely as Owner Trustee

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

IN WITNESS WHEREOF, Security Trustee and Owner Trustee have caused this Termination to be executed as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Security Trustee

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

U.S. BANK NATIONAL ASSOCIATION, as successor-in-interest to Shawmut Bank Connecticut, National Association, not in its individual capacity but solely as Owner Trustee

By Crystal Maston  
Name: Crystal Maston  
Title: Vice President

STATE OF DELAWARE )  
 ): SS  
COUNTY OF NEW CASTLE )

On this 26 day of February, 2015, before me personally appeared Steven Barone, to me personally known, who being by me duly sworn, says that (s)he is a Assistant Vice President of Wilmington Trust Company, a Delaware trust company, that said instrument was signed on behalf of said banking 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 banking corporation.

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



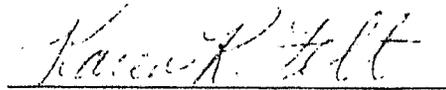
*Lynette J Hilgar*  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

LYNETTE J HILGAR  
Notary Public  
STATE OF DELAWARE  
My Commission Expires 3-4-2016

STATE OF CONNECTICUT )  
 ): SS  
COUNTY OF HARTFORD )

On this 24<sup>th</sup> day of February, 2015, before me personally appeared Crystal Maston, to me personally known, who being by me duly sworn, says that (s)he is a Vice President of U.S. Bank National Association, a national banking association, that said instrument was signed on behalf of said national banking 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 national banking 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 Middletown, Ct

KAREN R. FELT Notary Public, State of Connecticut My Commission Expires Feb. 28, 2019
---

SCHEDULE 1  
TO  
BILL OF SALE, ASSIGNMENT OF LEASE AND FULL RELEASE AND TERMINATION  
THE EQUIPMENT

Hoppers:

212 rotary dump coal hoppers marked as follows:

KPLX 001001	KPLX 001037	KPLX 001073
KPLX 001002	KPLX 001038	KPLX 001075
KPLX 001004	KPLX 001039	KPLX 001076
KPLX 001005	KPLX 001040	KPLX 001077
KPLX 001006	KPLX 001042	KPLX 001078
KPLX 001007	KPLX 001043	KPLX 001079
KPLX 001008	KPLX 001044	KPLX 001080
KPLX 001009	KPLX 001045	KPLX 001081
KPLX 001010	KPLX 001046	KPLX 001082
KPLX 001011	KPLX 001048	KPLX 001083
KPLX 001013	KPLX 001049	KPLX 001084
KPLX 001014	KPLX 001050	KPLX 001085
KPLX 001015	KPLX 001051	KPLX 001086
KPLX 001016	KPLX 001052	KPLX 001087
KPLX 001017	KPLX 001054	KPLX 001088
KPLX 001018	KPLX 001055	KPLX 001089
KPLX 001019	KPLX 001056	KPLX 001091
KPLX 001020	KPLX 001057	KPLX 001092
KPLX 001021	KPLX 001058	KPLX 001093
KPLX 001022	KPLX 001059	KPLX 001094
KPLX 001023	KPLX 001060	KPLX 001095
KPLX 001024	KPLX 001061	KPLX 001096
KPLX 001025	KPLX 001062	KPLX 001097
KPLX 001026	KPLX 001063	KPLX 001098
KPLX 001029	KPLX 001064	KPLX 001099
KPLX 001030	KPLX 001065	KPLX 001100
KPLX 001031	KPLX 001066	KPLX 001101
KPLX 001032	KPLX 001067	KPLX 001102
KPLX 001033	KPLX 001068	KPLX 001103
KPLX 001034	KPLX 001069	KPLX 001105
KPLX 001035	KPLX 001070	KPLX 001106
KPLX 001036	KPLX 001071	KPLX 001107

KPLX 001108  
KPLX 001109  
KPLX 001110  
KPLX 001111  
KPLX 001112  
KPLX 001113  
KPLX 001114  
KPLX 001116  
KPLX 001117  
KPLX 001118  
KPLX 001120  
KPLX 001122  
KPLX 001123  
KPLX 001125  
KPLX 001126  
KPLX 001127  
KPLX 001128  
KPLX 001130  
KPLX 001131  
KPLX 001132  
KPLX 001133  
KPLX 001134  
KPLX 001135  
KPLX 001136  
KPLX 001137  
KPLX 001138  
KPLX 001139  
KPLX 001140  
KPLX 001141  
KPLX 001143  
KPLX 001144  
KPLX 001146  
KPLX 001147  
KPLX 001148  
KPLX 001149  
KPLX 001150  
KPLX 001152  
KPLX 001153  
KPLX 001154  
KPLX 001155  
KPLX 001156  
KPLX 001157  
KPLX 001159  
KPLX 001160

KPLX 001162  
KPLX 001163  
KPLX 001164  
KPLX 001165  
KPLX 001166  
KPLX 001167  
KPLX 001168  
KPLX 001169  
KPLX 001170  
KPLX 001171  
KPLX 001172  
KPLX 001173  
KPLX 001174  
KPLX 001175  
KPLX 001176  
KPLX 001177  
KPLX 001178  
KPLX 001179  
KPLX 001180  
KPLX 001181  
KPLX 001182  
KPLX 001183  
KPLX 001184  
KPLX 001185  
KPLX 001186  
KPLX 001187  
KPLX 001188  
KPLX 001189  
KPLX 001190  
KPLX 001191  
KPLX 001192  
KPLX 001194  
KPLX 001195  
KPLX 001197  
KPLX 001198  
KPLX 001199  
KPLX 001200  
KPLX 001201  
KPLX 001202  
KPLX 001203  
KPLX 001205  
KPLX 001206  
KPLX 001207  
KPLX 001208

KPLX 001209  
KPLX 001210  
KPLX 001211  
KPLX 001212  
KPLX 001213  
KPLX 001214  
KPLX 001215  
KPLX 001216  
KPLX 001217  
KPLX 001218  
KPLX 001220  
KPLX 001221  
KPLX 001222  
KPLX 001223  
KPLX 001225  
KPLX 001226  
KPLX 001227  
KPLX 001229  
KPLX 001230  
KPLX 001231  
KPLX 001232  
KPLX 001233  
KPLX 001234  
KPLX 001235  
KPLX 001236  
KPLX 001237  
KPLX 001239  
KPLX 001240

Gondolas:

94 aluminum coal gondola cars marked as follows:

JECX 002101	JECX 004041	JECX 004086
JECX 004003	JECX 004043	JECX 004087
JECX 004004	JECX 004044	JECX 004088
JECX 004005	JECX 004045	JECX 004089
JECX 004006	JECX 004046	JECX 004090
JECX 004007	JECX 004047	JECX 004092
JECX 004008	JECX 004049	JECX 004093
JECX 004009	JECX 004050 <sup>1</sup>	JECX 004094
JECX 004010	JECX 004051	JECX 004095
JECX 004011	JECX 004054	JECX 004096
JECX 004013	JECX 004055	JECX 004097
JECX 004014	JECX 004056	JECX 004099
JECX 004015	JECX 004057	JECX 004100
JECX 004017	JECX 004061	JECX 004101
JECX 004018	JECX 004062	JECX 004102
JECX 004019	JECX 004063	JECX 004103
JECX 004020	JECX 004065	JECX 004104
JECX 004021	JECX 004066	JECX 004105
JECX 004023	JECX 004067	JECX 004106
JECX 004024	JECX 004068	JECX 004107
JECX 004025	JECX 004069	JECX 004108
JECX 004026	JECX 004070	JECX 004109
JECX 004027	JECX 004073	JECX 004110
JECX 004028	JECX 004074	JECX 004112
JECX 004029	JECX 004075	JECX 004114
JECX 004030	JECX 004076	JECX 004115
JECX 004031	JECX 004077	JECX 004116
JECX 004033	JECX 004078	JECX 004117
JECX 004035	JECX 004080	JECX 004118
JECX 004037	JECX 004082	JECX 004119
JECX 004038	JECX 004083	
JECX 004040	JECX 004085	

<sup>1</sup> The beneficial interest in JECX 4058 was incorrectly identified as being sold to Citicorp Railmark, Inc. (“CitiRail”) by Banc of America Leasing & Capital, LLC (“BALCAP”) on August 5, 2005; in fact, the beneficial interest in JECX 4050 was sold to CitiRail by BALCAP on such date.