

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
\_\_\_\_\_  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

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

September 24, 2014

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 Lease Termination (Partial), dated as of September 24, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 30290.

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

Lessor:	Progress Rail Leasing Corporation 1600 Progress Drive Albertville, AL 35950
[Lessee:	Alabama State Port Authority 250 N. Water Street Mobile, AL 36602]

Section Chief  
September 24, 2014  
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A description of the railroad equipment covered by the enclosed document is:

1 locomotive TERMINATED: PRLX 2219.

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

Memorandum of Lease Termination (Partial).

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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF LEASE TERMINATION (PARTIAL)**

**MEMORANDUM OF LEASE TERMINATION (PARTIAL)**, dated as of September 24, 2014, by PROGRESS RAIL LEASING CORPORATION, a Delaware corporation (the "Lessor"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Lease (defined below).

WHEREAS, Lessor and Terminal Railway Alabama State Docks, a division of the Alabama State Port Authority entered into that certain Lease Agreement dated of February 3, 2012 (the "Lease"), a Memorandum of which was recorded with the Surface Transportation Board ("STB") on July 9, 2012, at 08:00 AM, under Recordation No. 30290, covering the Equipment described therein.

Effective the date hereof, the Lease is terminated solely with respect to the Equipment described on Exhibit A hereto (the "Released Equipment"). This document constitutes a release of all interests, claims, liens or encumbrances solely with respect to the Released Equipment covered by the Lease.

The Lessor is filing this Memorandum of Lease Termination with the STB pursuant to 49 USC Section 11301(a). This Memorandum of Lease Termination is executed without prejudice to the rights or obligations of the parties which expressly survive termination of the Lease or the termination agreement among the parties.

[Signature Page Follows]



IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease Termination (Partial) to be executed by its duly authorized officer as of the date first written above.

I certify that I hold the title set forth below, that this instrument was signed on behalf of PROGRESS RAIL LEASING CORPORATION by authority of its governing body or organizational documents and that I acknowledge that the execution of the foregoing instrument was the free act and deed of PROGRESS RAIL LEASING CORPORATION. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

**PROGRESS RAIL LEASING CORPORATION**

By:   
Name: J. Duane Cantrell  
Title: SVP



Exhibit A

Released Equipment

One (1) EMD SW 1500 used railroad locomotive currently bearing the following mark and number: PRLX 2219

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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: 9/24/2014

Edward M Luria  
Edward M. Luria