



RECORDATION NO. 18859-RR FILED

APR 11 '12 -5 27 PM

SURFACE TRANSPORTATION BOARD

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April 11, 2012

**VIA E-FILING**

Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423  
Attention: Cynthia T. Brown, Chief of the Section of Administration

Dear Ms. Brown:

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 and Full Release and Termination dated as of April 1, 2012 (the "Termination") between 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 ("Owner Trustee"), and Wells Fargo Bank Northwest, N.A., as successor-in-interest to U.S. Bank National Association, the successor-in-interest to The First National Bank of Boston, as Loan Trustee ("Loan 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 Trust Indenture and Security Agreement (SPT 1994-C) dated as of January 2, 2007 between Owner Trustee and Loan Trustee, as supplemented, and related documents previously filed with the STB under Recordation Number 18859.

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

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

Loan Trustee: Wells Fargo Bank Northwest, N.A.  
260 N. Charles Lindbergh Drive  
Salt Lake City, UT 84116

The enclosed document is a complete release of the liens created under Recordation Number 18859.



Ms. Cynthia T. Brown  
April 11, 2012  
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The required recordation fee of \$41.00 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 and Full Release and Termination dated as of April 1, 2012 between 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, and Wells Fargo Bank Northwest, N.A., as successor-in-interest to U.S. Bank National Association, the successor-in-interest to The First National Bank of Boston, as Loan Trustee.

Documents to Which the Secondary Document Relates

Memorandum of Trust Indenture and Security Agreement (SPT 1994-C) dated as of January 2, 2007 between U.S. Bank National Association (successor in interest to Shawmut Bank Connecticut, National Association) as Owner Trustee and Wells Fargo Bank Northwest, N.A., as Loan Trustee, which was duly filed with the STB on December 28, 2006 under recordation number 18859-HH, and the related documents filed with the STB under Recordation Number 18859.

Thank you for your attention to this request.

Very truly yours,

DLA Piper LLP (US)

  
Susan G. Lichtenfeld

Enclosure

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SURFACE TRANSPORTATION BOARD

**BILL OF SALE AND FULL RELEASE AND TERMINATION**

**(SPTC Trust No. 1994-2)**  
**(Redesignated SPT 1994-C)**

THIS BILL OF SALE AND FULL RELEASE AND TERMINATION (this "Termination") is made and entered into as of April 1, 2012, by and between Wells Fargo Bank Northwest, N.A., a national banking association (as successor-in-interest to U.S. Bank National Association, the successor-in-interest to The First National Bank of Boston), as Loan Trustee ("Loan 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 Owner Trustee ("Owner Trustee").

1. Loan Trustee and Owner Trustee are parties to a Trust Indenture and Security Agreement (SPT 1994-C) dated as of January 2, 2007, as supplemented (the "Trust Indenture"), by which the Owner Trustee granted a security interest in certain railroad equipment identified therein to the Loan Trustee in order to secure the Owner Trustee's performance of its obligations as described in the Trust Indenture. Capitalized terms used herein without definition have the meanings assigned to them in the Trust Indenture. A Memorandum of Trust Indenture and Security Agreement (SPT 1994-C) effective as of January 2, 2007 between the Loan Trustee and the Owner Trustee was duly recorded with the Surface Transportation Board ("STB") on December 28, 2006 under recordation number 18859-HH and deposited with the Registrar General of Canada on December 28, 2006.

2. The Trust Indenture, as amended and supplemented of record in secondary filings also filed under recordation number 18859 at the STB, is terminated effective as of the date hereof and the Loan Trustee hereby terminates, releases and discharges its security interest in all railroad equipment secured thereby. Consequently, all railroad equipment described as being covered by the Trust Indenture, as amended and supplemented, under recordation number 18859 as of the date of this instrument is released of record therefrom. The Owner Trustee confirms and acknowledges that the indebtedness thereby secured has been fully paid and hereby directs the Loan Trustee to execute and deliver this Termination.

3. The aforementioned railroad equipment was previously leased by the Owner Trustee, as lessor, to Union Pacific Railroad Company (successor to Southern Pacific Transportation Company) (STPC Trust No. 1994-2) (Redesignated SPT 1994-C) dated as of June 29, 1994, as amended and supplemented (the "Lease"), a copy of which was duly recorded with the Interstate Commerce Commission (predecessor to the STB) on June 29, 1994 under recordation number 18859 and deposited with the Registrar General of Canada on June 29, 1994. The Lease is terminated effective as of the date hereto. A Memorandum of Lease Assignment (SPT 1994-C) effective as of January 2, 2007 (the "Memorandum of Lease Assignment") between the Owner Trustee and the Loan Trustee, which was duly recorded with the STB on December 28, 2006 under recordation number 18859-JJ is also terminated effective as of the date hereof.

4. This Termination shall neither impair nor terminate the rights and obligations of the parties under the Trust Indenture, the Lease or the Memorandum of Lease Assignment which expressly survive this termination.

5. Owner Trustee hereby grants, bargains, sells, transfers, conveys, assigns and releases to Citicorp USA, Inc., as successor Owner Participant ("Owner Participant"), and its successors and assigns all right, title and interest of Owner Trustee in and to the aforementioned railroad 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 to the MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE of such railroad equipment), other than a warranty against any Lessor's Liens of Owner Trustee on such railroad equipment. Owner Trustee confirms and acknowledges that the Amended and Restated Trust Agreement (SPT 1994-C) (the "Trust Agreement") dated as of January 2, 2007 between the Owner Trustee and the Owner Participant, as amended, supplemented and modified, 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.

6. The parties agree to record this Termination with the STB to release of record, as of the date hereof, any and all liens against the railroad equipment covered by the filings made under recordation number 18859.

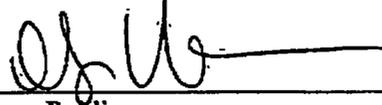
7. This Termination may be executed (i) by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument and (ii) by a party and delivered to the other party by facsimile or other electronic transmission, and such signature shall have the same force and effect as an original signature on such document.

[signature page follows]

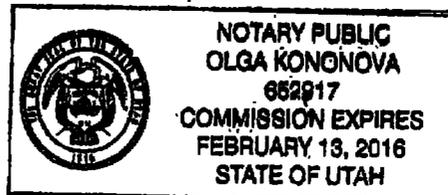


STATE OF UTAH            )  
                                      ):ss  
COUNTY OF SALT LAKE )

On April 10, 2012, personally appeared before me Michael Arsenault on who being by me duly sworn did say, for himself, that he the said Michael Arsenault is the Vice President of Wells Fargo Bank Northwest, National Association and that the within and foregoing instrument was signed in behalf of said association by authority of a resolution of its Board of Directors, and said Michael Arsenault duly acknowledged to me that said association executed the same.



\_\_\_\_\_  
Notary Public

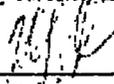


IN WITNESS WHEREOF; Loan Trustee, and Owner Trustee have caused this Termination to be executed as of the day and year first above written.

WELLS FARGO BANK NORTHWEST, N.A.  
(as successor-in-interest to U.S. Bank National Association, the successor-in-interest to The First National Bank of Boston), as Loan 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  \_\_\_\_\_  
Name: Michael H. Hopkins  
Title: Vice President

STATE OF CONNECTICUT )  
 ) : SS  
COUNTY OF HARTFORD )

On this 11 day of April, 2012, before me personally appeared Michael M. Hopkins <sup>Michael M. Hopkins</sup> ~~President~~ 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.

Michael M. Hopkins  
Name:  
Notary Public  
My Commission Expires:  
Residing in Meriden, CT

