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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

March 26, 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 Complete Termination of Lease and Release of Security Interests (Equipment Lot Siemens 1997B-NB), dated as of March 26, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 21801.

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

Head Lessor, Lessee  
and Mortgagee:

Tri- County Metropolitan Transportation  
District of Oregon  
4012 S.E. 17th Ave.  
Portland, OR 97202

Head Lessee and  
Lessor:

Wells Fargo Bank Northwest, N.A.  
(successor to First Security Bank, N.A.)  
299 South Main Street, 12th Floor  
Salt Lake City, UT 84111

Lender:

AIG Financial Products (Jersey) Limited  
100 Nyala Farm  
Westport, CT 06880

Section Chief  
March 26, 2013  
Page 2

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

1 light rail vehicle, model SD 600, identification no. 234.

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

Complete Termination of Lease and Release of Security Interests  
(Equipment Lot Siemens 1997B-NB).

Also enclosed is a check in the amount of \$42.00 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

COMPLETE TERMINATION OF LEASE AND RELEASE OF SECURITY  
INTERESTS  
(Equipment Lot Siemens 1997B-NB)

This Complete Termination of Lease and Release of Security Interests, dated as of March 26, 2013 (the "Complete Termination") is made by and among Tri-County Metropolitan Transportation District of Oregon, a municipal corporation and public body corporate and politic established under the laws of the State of Oregon ("Tri-Met"), Wells Fargo Bank Northwest, National Association, a national banking association ("WFBNW"), successor in interest to First Security Bank, N.A. ("FSB"), and AIG Financial Products (Jersey) Limited, a corporation organized under the laws of Jersey, Channel Islands ("AIGFPJ").

WHEREAS, Tri-Met and FSB entered into a Head Lease Agreement, a Lease Agreement, an Equipment Mortgage, a Head Lessor's Lease Mortgage, an Assignment of Equipment Mortgage and a Lessor's Security Agreement, all dated as of December 15, 1997, as more particularly identified on Exhibit A attached hereto;

WHEREAS, AIGFPJ and FSB entered into a Loan and Security Agreement, dated as of December 15, 1997, as more particularly identified on Exhibit A attached hereto;

WHEREAS, a Memorandum of each of the aforesaid agreements was duly filed and recorded with the Surface Transportation Board, pursuant to the provisions of 49 U.S.C. 11301(a), on the date, at the time, and under the Recordation Number identified on Exhibit A attached hereto;

WHEREAS, each of the aforesaid agreements covered one (1) light rail rail vehicle, model SD 600, identification no. 234 (the "Equipment"); and

WHEREAS, pursuant to that certain Termination Agreement (1997B-NB), dated as of March 26, 2013 (the "1997B Termination Agreement") among Tri-Met, Bank of America, N.A., AIGFPJ, WFBNW and the other parties listed therein, the parties hereto have terminated each of the aforesaid agreements and have agreed that all security interests in the Equipment created under, or granted by, any of the aforesaid agreements shall be terminated and released.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Tri-Met and WFBNW confirm that the Head Lease Agreement, Lease Agreement, Equipment Mortgage, Head Lessor's Lease Mortgage, Lessor's Security Agreement and Assignment of Equipment Mortgage, have been terminated, as set forth in the 1997B Termination Agreement, and each does hereby fully and finally release any and all security interests in the Equipment created under, or granted by, said agreements.

2. AIGFPJ and WFBNW confirm that the Loan and Security Agreement has been terminated and that each and every obligation of the parties thereto has been satisfied in full as set forth in the 1997B Termination Agreement, and each does hereby fully and finally release any and all security interests in the Equipment created under, or granted by, said agreement.

3. This Complete Termination is executed and delivered without prejudice to the rights and obligations, if any, of the parties which expressly survive the termination of any of the aforesaid agreements.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have each caused this Complete Termination to be duly executed by their respective officers duly authorized as of the 26th day of March, 2013.

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON, as Head Lessor, Lessee and  
Mortgagee

By:   
Name: David Auxier  
Title: CEO

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION (successor  
in interest to First Security Bank, N.A.),  
as Head Lessee and Lessor

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

AIG FINANCIAL PRODUCTS (JERSEY)  
LIMITED, as Lender

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

IN WITNESS WHEREOF, the parties hereto have each caused this Complete Termination to be duly executed by their respective officers duly authorized as of the 26th day of March, 2013.

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON, as Head Lessor, Lessee and  
Mortgagee

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

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION (successor  
in interest to First Security Bank, N.A.),  
as Head Lessee and Lessor

By:  \_\_\_\_\_  
Name: David Wall  
Title: Vice President

AIG FINANCIAL PRODUCTS (JERSEY)  
LIMITED, as Lender

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

IN WITNESS WHEREOF, the parties hereto have each caused this Complete Termination to be duly executed by their respective officers duly authorized as of the 26th day of March, 2013.

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON, as Head Lessor, Lessee and  
Mortgagee

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

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION (successor  
in interest to First Security Bank, N.A.),  
as Head Lessee and Lessor

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

AIG FINANCIAL PRODUCTS (JERSEY)  
LIMITED, as Lender

By: \_\_\_\_\_  
Name: CHRISTIAN TOFT  
Title: MANAGING DIRECTOR

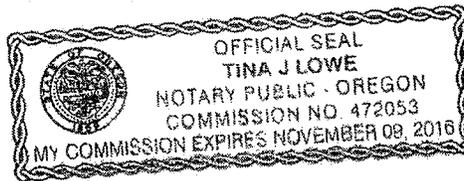
STATE OF Oregon )  
 ) SS:  
COUNTY OF Multnomah

On this 25<sup>th</sup> day of March, 2013, before me the undersigned Notary Public, personally appeared David Auxier, personally known to me or proved to me by satisfactory evidence to be the person who executed the foregoing instrument, who, being by me duly sworn, says that he/she is a CFO of TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, and acknowledged to me that he/she duly executed the foregoing instrument on such date on behalf of such entity and that said execution was and the free act and deed of said entity.

  
\_\_\_\_\_  
(Notary Signature)

My commission expires:

11/9/2016



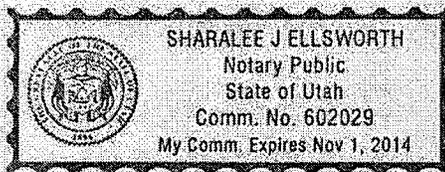
STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On this 25th day of March, 2013, before me the undersigned Notary Public, personally appeared David Wall, personally known to me or proved to me by satisfactory evidence to be the person who executed the foregoing instrument, who, being by me duly sworn, says that he/she is a Vice President of WELLS FARGO BANK NORTHWEST, N.A., and acknowledged to me that he/she duly executed the foregoing instrument on such date on behalf of such entity and that said execution was and the free act and deed of said entity.

  
\_\_\_\_\_  
(Notary Signature)

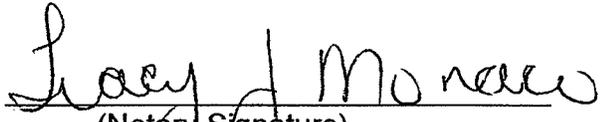
My commission expires:

\_\_\_\_\_



STATE OF )  
Connecticut ) ss:  
COUNTY OF )  
Fairfield )

On this 25<sup>th</sup> day of March, 2013, before me the undersigned Notary Public, personally appeared Christian Toft, personally known to me or proved to me by satisfactory evidence to be the person who executed the foregoing instrument, who, being by me duly sworn, says that he/she is a Managing Director of AIG FINANCIAL PRODUCTS (JERSEY) LIMITED, and acknowledged to me that he/she duly executed the foregoing instrument on such date on behalf of such entity and that said execution was and the free act and deed of said entity.

  
(Notary Signature)

My commission expires:

TRACY J. MONACO  
NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 3/31/2017

## EXHIBIT A

1. Memorandum of Head Lease Agreement, dated as of December 16, 1997, between Tri-County Metropolitan Transportation District of Oregon, Head Lessor, and First Security Bank, N.A., Head Lessee, filed with the Board on November 20, 1998 at 11:30 a.m. under Recordation Number 21801.
2. Memorandum of Lease Agreement, dated as of December 16, 1997, between First Security Bank, N.A., Lessor, and Tri-County Metropolitan Transportation District of Oregon, Lessee, filed with the Board on November 20, 1998 at 11:30 a.m. under Recordation Number 21801-A.
3. Memorandum of Loan and Security Agreement, dated as of December 16, 1997, between First Security Bank, N.A., Trustee, and AIG Financial Products (Jersey) Limited, Lender, filed with the Board on November 20, 1998 at 11:30 a.m. under Recordation Number 21801-B.
4. Memorandum of Equipment Mortgage, dated as of December 16, 1997, between Tri-County Metropolitan Transportation District of Oregon, Head Lessor, and First Security Bank, N.A., Head Lessee, filed with the Board on November 20, 1998 at 11:30 a.m. under Recordation Number 21801-C.
5. Equipment Mortgage, dated as of December 15, 1997, between DB Export - Leasing GmbH, Mortgagee, and First Security Bank, N.A., Mortgagor, filed with the Board on November 20, 1998 at 11:30 a.m. under Recordation Number 21801-D.
6. Assignment of Equipment Mortgage, dated as of December 15, 1997, between First Security Bank, N.A., Assignee, and Tri-County Metropolitan Transportation District of Oregon, Assignor, filed with the Board on November 20, 1998 at 11:30 a.m. under Recordation Number 21801-E.
7. Memorandum of Head Lessor's Lease Mortgage, dated as of December 16, 1997, between Tri-County Metropolitan Transportation District of Oregon, Head Lessor, and First Security Bank, N.A., Head Lessee, filed with the Board on November 20, 1998 at 11:30 a.m. under Recordation Number 21801-F.
8. Memorandum of Lessor's Security Agreement, dated as of December 16, 1997, between First Security Bank, N.A., Lessor, and Tri-County Metropolitan Transportation District of Oregon, Lessee, filed with the Board on November 20, 1998 at 11:30 a.m. under Recordation Number 21801-G.

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: 3/26/13

Edward M Luria  
Edward M. Luria