

RECORDATION NO. 19403-R
FILED July 2, 2012 01:30 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

July 2, 2012

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 Termination of Trust Indenture and Security Agreement (SPT 1995-B), dated as of July 2, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement (SPT 1995-B) previously filed with the Board under Recordation Number 19403-K.

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

Indenture Trustee: Wells Fargo Bank Northwest, National
Association (successor in interest to U.S. Bank
National Association)
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

Owner Trustee: U.S. Bank National Association (successor in
Interest to State Street Bank and Trust Company)
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Section Chief
July 2, 2012
Page 2

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

200 railcars TERMINATED within the series SP 107 – SP 266 and UP 6148 – UP 6895 as more particularly set forth in the attachment to the document.

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

Termination of Trust Indenture and Security Agreement (SPT 1995-B).

Also enclosed is a check in the amount of \$41.00 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

**TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT
(SPT 1995-B)**

THIS TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT (SPT 1995-B) is made and entered into as of July 2, 2012 by and between U.S. Bank National Association (successor-in-interest to State Street Bank and Trust Company), a national banking association, not in its individual capacity, but solely as Owner Trustee ("Owner Trustee"), and Wells Fargo Bank Northwest, N.A. (successor in interest to U.S. Bank National Association, the successor in interest to The First National Bank of Boston), a national banking association, as Indenture Trustee ("Indenture Trustee").

1. The Owner Trustee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (SPT 1995-B) dated as of January 2, 2008 (as amended, supplemented or modified to date, the "Indenture") by which the Owner Trustee granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Owner Trustee's performance of its obligations as described in the Indenture. A memorandum of the Indenture was duly recorded with the Surface Transportation Board on December 27, 2007 at 8:00 am under recordation number 19403-K and with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act as noted in Schedule A. Capitalized terms used herein without definition have the meanings assigned to them in the Indenture.

2. The Indenture is terminated effective as of the date hereof with respect to the Indenture Estate, including without limitation the units of railroad equipment specified on Schedule 1 hereto.

3. This Termination of Trust Indenture and Security Agreement shall neither impair nor terminate the rights and obligations of the parties under the Indenture which expressly survive termination.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Trust Indenture and Security Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

By: 
Name: **EARL W. DENNISON JR.**
Title: **VICE PRESIDENT**

Executed on this ___ day of _____, 2012

WELLS FARGO BANK NORTHWEST, N.A., as Indenture Trustee

By: _____
Name:
Title:

Executed on this ___ day of _____, 2012

IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Trust Indenture and Security Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

By: _____
Name:
Title:

Executed on this ___ day of _____, 2012

WELLS FARGO BANK NORTHWEST, N.A., as Indenture Trustee

By: Michael Arsanault
Name: Michael Arsanault
Title: Vice President

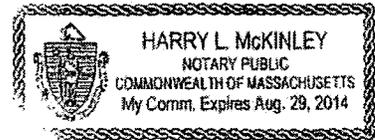
Executed on this ___ day of _____, 2012

Commonwealth of Massachusetts)
) ss:
County of Suffolk)

On this 27th day of June, 2012, before me personally appeared
EARL W. DENNISON JR to me personally known, who being duly sworn, says that he is
VICE PRESIDENT of U.S. Bank National Association, that said instrument was signed
and sealed on behalf of said corporation and that said instrument is the free act and deed of said
corporation.



Notary Public



My Commission expires on: August 29, 2014

State of _____)
) ss:
County of _____)

On this ___ day of _____, 20___, before me personally appeared
_____, to me personally known, who being duly sworn, says that he is
_____ of Wells Fargo Bank Northwest, N.A., that said instrument was
signed and sealed on behalf of said corporation and that said instrument is the free act and deed
of said corporation.

Notary Public

My Commission expires on: _____

Commonwealth of Massachusetts)
) ss:
County of Suffolk)

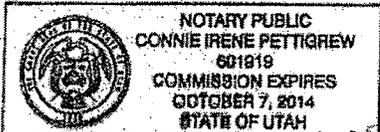
On this ___ day of _____, 2012, before me personally appeared _____, to me personally known, who being duly sworn, says that he is _____ of U.S. Bank National Association, that said instrument was signed and sealed on behalf of said corporation and that said instrument is the free act and deed of said corporation.

Notary Public

My Commission expires on: _____

State of Utah)
) ss:
County of Salt Lake

On this ___ day of _____, 20___, before me personally appeared Michael Arsenault, to me personally known, who being duly sworn, says that he is Vice President of Wells Fargo Bank Northwest, N.A., that said instrument was signed and sealed on behalf of said corporation and that said instrument is the free act and deed of said corporation.



Connie Irene Pettigrew
Notary Public

My Commission expires on: 10/7/2014

SCHEDULE A

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Document Key</u>
Memorandum of Amended and Restated Equipment Description (SPT 1995-B), dated as of January 2, 2008	December 27, 2007	19031
Memorandum of Trust Indenture and Security Agreement (SPT 1995-B), dated as of January 2, 2008	December 27, 2007	19032
Memorandum of Trust Indenture Supplement No. 1 (SPT 1995-B), dated as of January 2, 2008	December 27, 2007	19033
Memorandum of Lease Assignment (SPT 1995-B), dated as of January 2, 2008	December 27, 2007	19034

Schedule I
List of Equipment

<u>Count</u>	<u>Current Initial</u>	<u>Current Number</u>	<u>Count</u>	<u>Current Initial</u>	<u>Current Number</u>	<u>Count</u>	<u>Current Initial</u>	<u>Current Number</u>
1	SP	107	46	UP	6189	91	UP	6236
2	SP	144	47	UP	6190	92	UP	6237
3	SP	177	48	UP	6191	93	UP	6238
4	SP	187	49	UP	6192	94	UP	6239
5	SP	192	50	UP	6193	95	UP	6240
6	SP	266	51	UP	6194	96	UP	6241
7	UP	6148	52	UP	6195	97	UP	6242
8	UP	6149	53	UP	6196	98	UP	6243
9	UP	6150	54	UP	6198	99	UP	6244
10	UP	6151	55	UP	6199	100	UP	6245
11	UP	6152	56	UP	6200	101	UP	6246
12	UP	6153	57	UP	6201	102	UP	6249
13	UP	6154	58	UP	6202	103	UP	6250
14	UP	6155	59	UP	6203	104	UP	6251
15	UP	6156	60	UP	6204	105	UP	6253
16	UP	6157	61	UP	6205	106	UP	6255
17	UP	6158	62	UP	6206	107	UP	6256
18	UP	6159	63	UP	6207	108	UP	6257
19	UP	6160	64	UP	6208	109	UP	6258
20	UP	6161	65	UP	6209	110	UP	6259
21	UP	6162	66	UP	6210	111	UP	6260
22	UP	6163	67	UP	6211	112	UP	6261
23	UP	6164	68	UP	6212	113	UP	6262
24	UP	6166	69	UP	6213	114	UP	6263
25	UP	6167	70	UP	6214	115	UP	6264
26	UP	6168	71	UP	6215	116	UP	6265
27	UP	6169	72	UP	6217	117	UP	6266
28	UP	6171	73	UP	6218	118	UP	6267
29	UP	6172	74	UP	6219	119	UP	6268
30	UP	6173	75	UP	6220	120	UP	6269
31	UP	6174	76	UP	6221	121	UP	6270
32	UP	6175	77	UP	6222	122	UP	6271
33	UP	6176	78	UP	6223	123	UP	6272
34	UP	6177	79	UP	6224	124	UP	6273
35	UP	6178	80	UP	6225	125	UP	6274
36	UP	6179	81	UP	6226	126	UP	6275
37	UP	6180	82	UP	6227	127	UP	6276
38	UP	6181	83	UP	6228	128	UP	6277
39	UP	6182	84	UP	6229	129	UP	6279
40	UP	6183	85	UP	6230	130	UP	6280
41	UP	6184	86	UP	6231	131	UP	6281
42	UP	6185	87	UP	6232	132	UP	6282
43	UP	6186	88	UP	6233	133	UP	6284
44	UP	6187	89	UP	6234	134	UP	6285
45	UP	6188	90	UP	6235	135	UP	6286

Schedule I
List of Equipment (continued)

<u>Count</u>	<u>Current Initial</u>	<u>Current Number</u>	<u>Count</u>	<u>Current Initial</u>	<u>Current Number</u>
136	UP	6287	181	UP	6343
137	UP	6288	182	UP	6344
138	UP	6289	183	UP	6345
139	UP	6290	184	UP	6346
140	UP	6291	185	UP	6347
141	UP	6292	186	UP	6353
142	UP	6293	187	UP	6373
143	UP	6294	188	UP	6375
144	UP	6295	189	UP	6376
145	UP	6296	190	UP	6380
146	UP	6298	191	UP	6384
147	UP	6299	192	UP	6390
148	UP	6301	193	UP	6393
149	UP	6303	194	UP	6399
150	UP	6304	195	UP	6401
151	UP	6305	196	UP	6420
152	UP	6306	197	UP	6421
153	UP	6307	198	UP	6422
154	UP	6309	199	UP	6423
155	UP	6310	200	UP	6895
156	UP	6311			
157	UP	6312			
158	UP	6313			
159	UP	6314			
160	UP	6315			
161	UP	6316			
162	UP	6317			
163	UP	6318			
164	UP	6319			
165	UP	6320			
166	UP	6321			
167	UP	6322			
168	UP	6323			
169	UP	6327			
170	UP	6329			
171	UP	6330			
172	UP	6331			
173	UP	6332			
174	UP	6333			
175	UP	6334			
176	UP	6335			
177	UP	6336			
178	UP	6337			
179	UP	6338			
180	UP	6339			

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: 7/2/12

Edward M Luria
Edward M. Luria