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

February 22, 2013

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Re: FURC 2006-2B

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment No. 3 to Memorandum of Equipment Lease Agreement, Lease Supplement No. 1, Lease Supplement No. 2, Lease Supplement No. 3 and Lease Supplement No. 4 and Memorandum of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1, Trust Indenture Supplement No. 2, Trust Indenture Supplement No. 3 and Trust Indenture Supplement No. 4, dated as of February 13, 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 26573.

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

Lessor/Owner Trustee:	Wells Fargo Bank Northwest, National Association (successor to Wachovia Financial Services, Inc.) 299 South Main Street, 12 th Floor Salt Lake City, UT 84111
Lessee:	Wells Fargo Bank, National Association 123 N Wacker Drive # 1900 Chicago, IL 60606

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Indenture Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

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

73 railcars BNSF 561796, BNSF 561836 and within the series OVEX 10401 – OVEX 10680 have been remarked and renumbered SMW 738496, SMW 738536, AEPX 962547 and within the series AEPX 10401 – AEPX 10680 as more particularly set forth in the attachment to the document.

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

Amendment No. 3 to Memorandum of Equipment Lease Agreement, Lease Supplement No. 1, Lease Supplement No. 2, Lease Supplement No. 3 and Lease Supplement No. 4 and Memorandum of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1, Trust Indenture Supplement No. 2, Trust Indenture Supplement No. 3 and Trust Indenture Supplement No. 4.

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 'Edward M. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

**AMENDMENT NO. 3 TO
MEMORANDUM OF EQUIPMENT LEASE AGREEMENT,
LEASE SUPPLEMENT NO. 1, LEASE SUPPLEMENT NO. 2,
LEASE SUPPLEMENT NO. 3, AND LEASE SUPPLEMENT NO. 4
AND
MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT,
TRUST INDENTURE SUPPLEMENT NO. 1, TRUST INDENTURE
SUPPLEMENT NO. 2, TRUST INDENTURE SUPPLEMENT NO. 3, AND
TRUST INDENTURE SUPPLEMENT NO. 4
(Surface Transportation Board)**

This Amendment No. 3 to Memorandum of Equipment Lease Agreement, Lease Supplement Nos. 1, 2, 3 and 4, and Memorandum of Trust Indenture and Security Agreement, Trust Indenture Supplement Nos. 1, 2, 3 and 4 (the "Amendment") is made and entered into this 13 day of FEBRUARY, 2013, pursuant to the Equipment Lease Agreement and Lease Supplements dated September 26, 2006 (the "Lease"), between Wells Fargo Bank Northwest, National Association, as Owner Trustee (the "Lessor"), and Wells Fargo Bank, National Association, successor to Wachovia Financial Services, Inc., a North Carolina corporation (the "Lessee"), and the Trust Indenture and Security Agreement and Trust Indenture Supplements dated as of September 26, 2006 (the "Trust Indenture and Security Agreement") between Wilmington Trust Company, not individually but solely as Indenture Trustee ("Indenture Trustee"), and Wells Fargo Bank Northwest, National Association, not individually but solely as Owner Trustee ("Owner Trustee").

WHEREAS, a Memorandum of Equipment Lease Agreement, Lease Supplement No. 1, Lease Supplement No. 2, Lease Supplement No. 3 and Lease Supplement No. 4 evidencing the Lease was filed with the Surface Transportation Board pursuant to Section 11301(a) of Title 49 of the *United States Code* on September 26, 2006 at 8:09 a.m., under Recordation Number 26573; and

WHEREAS, a Memorandum of Trust Indenture and Security Agreement and Trust Indenture Supplement No. 1, Trust Indenture Supplement No. 2, Trust Indenture Supplement No. 3 and Trust Indenture Supplement No. 4 was filed with the Surface Transportation Board pursuant to Section 11301(a) of Title 49 of the *United States Code* on September 26, 2006 at 8:12 a.m., under Recordation Number 26573-A; and

WHEREAS, pursuant to Section 4.2, Duty to Number and Mark Equipment, of the Lease, Lessee is required to file and record in all public offices where the Lease and the Trust Indenture and Security Agreement have been filed, the new identification reporting mark and number for such railcars that have been changed and remain subject to the Lease and the Trust Indenture and Security Agreement; and

NOW THEREFORE, in order to comply with the provisions under the Lease, the Lessee hereby provides the following:

Exhibit 1 attached hereto identifies the railcars subject to the Lease and the Trust Indenture and Security Agreement that have been reported as remarked and renumbered since January 1, 2012.

This Amendment shall not impair or terminate any rights and obligations of the parties under the Lease and the Trust Indenture and Security Agreement with respect to the railroad equipment covered by the Lease and the Trust Indenture and Security Agreement, as to which the Lease and the Trust Indenture and Security Agreement remain in full force and effect.

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

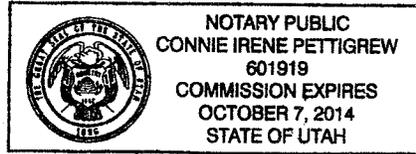
The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 13 day of Feb, 2013 by David Wall, as Vice President of **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION.**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
NOTARY PUBLIC

My Commission Expires: 10/7/2014

[Notarial Seal]



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

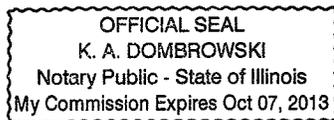
At The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 13 day of February, 2013 by Rick Grossman, as Designated Signer of **WELL FARGO BANK, NATIONAL ASSOCIATION.**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
NOTARY PUBLIC

My Commission Expires: 10/7/2013

[Notarial Seal]



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

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 19 day of February 2013 by Melinda Morales, as Financial Services Officer of WILMINGTON TRUST COMPANY.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ramona L. Ringgold

NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]



RAMONA L. RINGGOLD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 10-06-2013

EXHIBIT 1

<u>COUNT</u>	<u>CAR ID</u>	<u>PRIOR CAR INITIAL</u>	<u>PRIOR CAR NUMBER</u>	<u>CURRENT CAR INITIAL</u>	<u>CURRENT CAR NUMBER</u>
1	159688	BNSF	561796	SMW	738496
2	159484	BNSF	561836	SMW	738536
3	154382	OVEX	10401	AEPX	10401
4	154384	OVEX	10403	AEPX	10403
5	154385	OVEX	10404	AEPX	10404
6	154387	OVEX	10406	AEPX	10406
7	154393	OVEX	10412	AEPX	10412
8	154396	OVEX	10415	AEPX	10415
9	154399	OVEX	10418	AEPX	10418
10	154401	OVEX	10420	AEPX	10420
11	154407	OVEX	10426	AEPX	10426
12	154409	OVEX	10428	AEPX	10428
13	154413	OVEX	10432	AEPX	10432
14	154416	OVEX	10435	AEPX	10435
15	154421	OVEX	10440	AEPX	10440
16	154424	OVEX	10443	AEPX	10443
17	154425	OVEX	10444	AEPX	10444
18	154426	OVEX	10445	AEPX	10445
19	154427	OVEX	10446	AEPX	10446
20	154429	OVEX	10448	AEPX	962547
21	154431	OVEX	10450	AEPX	10450
22	154443	OVEX	10462	AEPX	10462
23	154446	OVEX	10465	AEPX	10465
24	154447	OVEX	10466	AEPX	10466
25	154448	OVEX	10467	AEPX	10467
26	154449	OVEX	10468	AEPX	10468
27	154460	OVEX	10479	AEPX	10479
28	154465	OVEX	10484	AEPX	10484
29	154467	OVEX	10486	AEPX	10846
30	154474	OVEX	10493	AEPX	10493
31	154475	OVEX	10494	AEPX	10494
32	154476	OVEX	10495	AEPX	10495
33	154478	OVEX	10497	AEPX	10497
34	154484	OVEX	10503	AEPX	10503
35	154488	OVEX	10507	AEPX	10507
36	154492	OVEX	10511	AEPX	10511
37	154501	OVEX	10520	AEPX	10520
38	154504	OVEX	10523	AEPX	10523

39	154505	OVEX	10524	AEPX	10524
40	154511	OVEX	10530	AEPX	10530
41	154512	OVEX	10531	AEPX	10531
42	154513	OVEX	10532	AEPX	10532
43	154516	OVEX	10535	AEPX	10535
44	154519	OVEX	10538	AEPX	10538
45	154525	OVEX	10544	AEPX	10544
46	154539	OVEX	10558	AEPX	10558
47	154545	OVEX	10564	AEPX	10564
48	154549	OVEX	10568	AEPX	10568
49	154550	OVEX	10569	AEPX	10569
50	154553	OVEX	10572	AEPX	10572
51	154554	OVEX	10573	AEPX	10573
52	154556	OVEX	10575	AEPX	10575
53	154560	OVEX	10579	AEPX	10579
54	154562	OVEX	10581	AEPX	10581
55	154580	OVEX	10599	AEPX	10599
56	154584	OVEX	10603	AEPX	10603
57	154585	OVEX	10604	AEPX	10604
58	154591	OVEX	10610	AEPX	10610
59	154595	OVEX	10614	AEPX	10614
60	154598	OVEX	10617	AEPX	10617
61	154606	OVEX	10625	AEPX	10625
62	154607	OVEX	10626	AEPX	10626
63	154608	OVEX	10627	AEPX	10627
64	154618	OVEX	10637	AEPX	10637
65	154625	OVEX	10644	AEPX	10644
66	154631	OVEX	10650	AEPX	10650
67	154633	OVEX	10652	AEPX	10652
68	154647	OVEX	10666	AEPX	10666
69	154648	OVEX	10667	AEPX	10667
70	154650	OVEX	10669	AEPX	10669
71	154652	OVEX	10671	AEPX	10671
72	154654	OVEX	10673	AEPX	10673
73	154661	OVEX	10680	AEPX	10680

Lease Supplement Numbers 1 and 4

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: 2/22/13

Edward M Luria
Edward M. Luria