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

March 1, 2013

Chief of the 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 Security Interest in Cars and Leases, dated as of March 1, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement and Amendatory Supplement to Memorandum of Security Agreement previously filed with the Board under Recordation Numbers 27934 and 27934-A.

The name and address of the party to the enclosed document are:

Secured Party: The Prudential Insurance Company of America
c/o Prudential Capital Group
Commercial Asset Finance
3350 Riverwood Parkway, Suite 1500
Atlanta, Georgia 30339

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

All rights and interests of the Secured Party with respect to the railcars covered by the Memorandum of Security Agreement and Amendatory Supplement to Memorandum of Security Agreement filed under Recordation Numbers 27934 and 27934-A are TERMINATED.

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

Termination of Security Interest in Cars and Leases.

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,



Edward M. Luria

EML/sem
Enclosures

Termination of Security Interest in Cars and Leases

For value received, The Prudential Insurance Company of America,, in its capacity as agent for the benefit of itself as agent and as a lender ("Secured Party" or "Agent"), releases and terminates any and all rights and interests of Secured Party with respect to the railcars described in the memoranda listed in the tables below, all secondary documents filed thereunder and the agreements referenced therein (and any leases of those railcars) (the "Released Collateral"):

Description of document	Date and time of filing with STB	STB recordation number
Memorandum of Security Agreement dated 05/07/2009	05/07/09 12:30 pm	27934
Amendatory Supplement to Memorandum of Security Agreement dated September 29, 2011	09/30/11 7:30 am	27934-A

Description of document	Date and time of filing with Canadian Registrar General
Memorandum of Security Agreement dated 05/07/2009	05/07/09 2:38 pm
Amendatory Supplement to Memorandum of Security Agreement dated September 29, 2011	09/30/2011 11:50 am

[Signatures follow on next page.]

Executed as of March 1, 2013.

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA

By: Steph Arnold *ur*
Name: Stephen Arnold
Title: Vice President

I certify that I hold the title set forth above, that this instrument was signed on behalf of The Prudential Insurance Company of America (the "Company") by authority of its By-Laws and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Company. I further declare under penalty of perjury that the foregoing is true and correct under the laws of the United States of America.

By: Steph Arnold *ur*
Name: Stephen Arnold
Title: Vice President

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: 3/1/13

Edward M Luria
Edward M. Luria