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July 5, 2013

**VIA E-FILING**

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

Dear Section Chief:

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, Assignment of Lease and Full Release and Termination dated as of May 1, 2013 (the "Termination") between U.S. Bank National Association, as successor-in-interest to The First National Bank of Boston, not in its individual capacity but solely as Indenture Trustee, and U.S. Bank National Association, as successor-in-interest to Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner 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 dated as of December 28, 1992 and related documents previously filed with the Interstate Commerce Commission (predecessor to the STB) and the STB under Recordation Number 18073.

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

Indenture Trustee: U.S. Bank National Association  
One Federal Street, 3rd Floor  
Boston, MA 02110



Owner Trustee: U.S. Bank National Association  
300 Delaware Avenue, 9th floor  
Wilmington, DE 19801

A description of the railroad equipment covered by the enclosed Termination is described on Schedule 1 to the Termination as follows:

150 5250 c.f. covered hopper cars marked as follows (all inclusive):

WC 83000 – WC 83149

300 100-ton boxcars marked as follows (all inclusive):

WC 21000 – WC 21299

The required recordation fee of \$42.00 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, Assignment of Lease and Full Release and Termination dated as of May 1, 2013 between U.S. Bank National Association, as successor-in-interest to The First National Bank of Boston, not in its individual capacity but solely as Indenture Trustee, and U.S. Bank National Association, as successor-in-interest to Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee.

Documents to Which the Secondary Document Relates

Trust Indenture and Security Agreement dated as of December 28, 1992 ("Trust Indenture Agreement") between Delaware Trust Capital Management, Inc., as original owner trustee, and The First National Bank of Boston, as original indenture trustee, as supplemented, which Trust Indenture Agreement was filed with the Interstate Commerce Commission on December 30, 1992 and assigned recordation number 18073-A and which supplements thereto were filed with the Interstate Commerce Commission on December 30, 1992, January 14, 1993, February 16, 1993, March 31, 1993, and April 30, 1993, respectfully, and



assigned recordation numbers 18073-C, 18073-E, 18073-G, 18073-I and 18073-K, respectfully.

Equipment Lease Agreement dated as of December 28, 1992 ("Lease Agreement") between Delaware Trust Capital Management, Inc., as original owner trustee, as lessor, and Wisconsin Central Ltd., as lessee, as supplemented, which Lease Agreement was filed with the Interstate Commerce Commission on December 30, 1992 and assigned recordation number 18073 and which supplements thereto were filed with the Interstate Commerce Commission on December 30, 1992, January 14, 1993, February 16, 1993, March 31, 1993 and April 30, 1993, respectfully, and assigned recordation numbers 18073-B, 18073-D, 18073-F, 18073-H and 18073-J, respectfully.

Thank you for your attention to this request.

Very truly yours,

**DLA Piper LLP (US)**

  
Susan G. Lichtenfeld

Enclosure

**BILL OF SALE, ASSIGNMENT OF LEASE  
AND FULL RELEASE AND TERMINATION**

U.S. Bank National Association, as successor-in-interest to Delaware Trust Capital Management, Inc. (“Original Owner Trustee”), not in its individual capacity but solely as owner trustee, is the successor owner trustee (“Owner Trustee”) under that certain Trust Indenture and Security Agreement dated as of December 28, 1992 (“Trust Indenture Agreement”) between Delaware Trust Capital Management, Inc., as original owner trustee, and The First National Bank of Boston, as original indenture trustee (“Original Indenture Trustee”), to which U.S. Bank, National Association is the successor indenture trustee (the “Indenture Trustee”), which Trust Indenture Agreement was filed with the Interstate Commerce Commission on December 30, 1992 and assigned recordation number 18073-A .

Owner Trustee is the successor lessor under that certain Equipment Lease Agreement dated as of December 28, 1992 (“Lease Agreement”) between the Original Owner Trustee, as lessor, and Wisconsin Central Ltd., as lessee, which Lease Agreement was filed with the Interstate Commerce Commission (“ICC”) on December 30, 1992 and assigned recordation number 18073.

Owner Trustee is the successor trustee under that certain Trust Agreement dated as of December 28, 1992 (the “Trust Agreement”) between the Original Owner Trustee, as owner trustee, and MetLife Capital Corporation, as owner participant (the “Original Owner Participant”).

The Trust Indenture Agreement was supplemented by (i) Trust Indenture and Security Agreement Supplement No. 1 dated December 30, 1992 (“Trust Indenture Supplement 1”), which Trust Indenture Supplement 1 was filed with the ICC on December 30, 1992 and assigned recordation number 18073-C, (ii) Trust Indenture and Security Agreement Supplement No. 1 dated January 14, 1993 (“Trust Indenture Supplement 2”), which Trust Indenture Supplement 2 was filed with the ICC on January 14, 1993 and assigned recordation number 18073-E, (iii) Trust Indenture and Security Agreement Supplement No. 3 dated February 16, 1993 (“Trust Indenture Supplement 3”), which Trust Indenture Supplement 3 was filed with the ICC on February 16, 1993 and assigned recordation number 18073-G, (iv) Trust Indenture and Security Agreement Supplement No. 4 dated March 31, 1993 (“Trust Indenture Supplement 4”), which Trust Indenture Supplement 4 was filed with the ICC on March 31, 1993 and assigned recordation number 18073-I, and (v) Trust Indenture and Security Agreement Supplement No. 5 dated April 30, 1993 (“Trust Indenture Supplement 5”), which Trust Indenture Supplement 5 was filed with the ICC on April 30, 1993 and assigned recordation number 18073-K (the Trust Indenture Agreement as supplemented by Trust Indenture Supplement 1, Trust Indenture Supplement 2, Trust Indenture Supplement 3, Trust Indenture Supplement 4 and Trust Indenture Supplement 5, is hereinafter referred to as the “Trust Indenture”). The Trust Indenture documents were also recorded with the Registrar General of Canada with document keys 10194 through 101202, inclusive.

The Lease Agreement was supplemented by Lease Supplement No. 1 dated December 30, 1992 (“Lease Supplement 1”), which Lease Supplement 1 was filed with the Interstate Commerce Commission on December 30, 1992 and assigned recordation number 18073-B, Lease Supplement No. 2 dated January 14, 1993 (“Lease Supplement 2”), which Lease Supplement 2 was filed with the Interstate Commerce Commission on January 14, 1993 and assigned recordation number 18073-D, Lease Supplement No. 3 dated February 16, 1993 (“Lease Supplement 3”), which Lease Supplement 3 was filed with the Interstate Commerce Commission on February 16, 1993 and assigned recordation number 18073-F, Lease Supplement No. 4 dated March 31, 1993 (“Lease Supplement 4”), which Lease Supplement 4 was filed with the Interstate Commerce Commission on March 31, 1993 and assigned recordation number 18073-H, and Lease Supplement No. 5 dated April 30, 1993 (“Lease Supplement 5”), which Lease Supplement 5 was filed with the Interstate Commerce Commission on April 30, 1993 and assigned recordation number 18073-J (the Lease Agreement as supplemented by Lease Supplement 1, Lease Supplement 2, Lease Supplement 3, Lease Supplement 4 and Lease Supplement 5 is hereinafter referred to as the “Lease”).

The Original Owner Participant transferred to Citicorp Railmark, Inc. (“Assignee”), under that certain Purchase and Sale Agreement dated as of September 16, 2008, all of the Original Owner Participant’s right, title and interest in, to and under the Trust Agreement and the Trust Estate (as defined in the Trust Agreement) created thereunder, and all of the Original Owner Participant’s rights and obligations under the Participation Agreement dated as of December 28, 1992, as amended, among the Lessee, the Owner Trustee, the Indenture Trustee, and the other parties thereto, and the other Operative Agreements (as defined in the Participation Agreement).

The debt obligations created under the leveraged lease financing to which the above described documents relate have been paid in full.

The Indenture Trustee hereby terminates, releases and discharges its security interest in the Collateral (as defined in the Trust Indenture), including without limitation its security interest in the equipment described on Schedule 1 hereto (the “Equipment”) and the Lease, and terminates the Trust Indenture.

The Owner Trustee hereby grants, bargains, sells, transfers, conveys, assigns and releases to Assignee and its successors and assigns all right, title and interest of Owner Trustee in and to the 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, AS TO THE TITLE, MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, QUALITY, CONSTRUCTION, PERFORMANCE, CONDITION, DESIGN, OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR USE OF THE EQUIPMENT OR ANY PART THEREOF, other than a warranty against any liens of the Owner Trustee on the Equipment. The Owner Trustee confirms and acknowledges that the Trust Agreement

and the trust created thereby are hereby terminated and are of no further force or effect other than such terms therein as survive any termination of the Trust Agreement.

The Owner Trustee hereby assigns, transfers and conveys to Assignee all of the Owner Trustee's right, title and interest in, to and under the Lease, without representation or warranty of any kind whatsoever, whether written, oral, express or implied.

Owner Trustee is entering into this Bill of Sale, Assignment of Lease and Full Release and Termination at the direction of, and solely as trustee for, Owner Participant (as defined in the Trust Agreement) under the Trust Agreement, and not in its individual capacity, and in no case shall Owner Trustee be personally liable on or for any loss, claim or payment in respect of any of the statements, representations, warranties, agreements or obligations of Owner Trustee hereunder.

The parties agree to record this Bill of Sale, Assignment of Lease and Full Release and Termination with the Surface Transportation Board (successor to the Interstate Commerce Commission) and the Registrar General of Canada to release any lien against the Collateral, including without limitation the Equipment, created by or arising out of the Trust Agreement and the Trust Indenture.

This Bill of Sale, Assignment of Lease and Full Release and Termination may be (i) executed by the parties hereto in any number of counterparts, and all of such counterparts together shall constitute one and the same instrument, and (ii) delivered 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]

IN WITNESS WHEREOF, the Indenture Trustee and the Owner Trustee have caused this Bill of Sale, Assignment of Lease and Full Release and Termination to be executed as of the 1st day of May, 2013.

U.S. BANK NATIONAL ASSOCIATION,  
as successor-in-interest to The First National  
Bank of Boston, not in its individual  
capacity but solely as Indenture Trustee

By:   
Name: ALISON D.B. NADEAU  
Title: VICE PRESIDENT

U.S. BANK NATIONAL ASSOCIATION,  
as successor-in-interest to Delaware Trust  
Capital Management, Inc., not in its  
individual capacity but solely as Owner  
Trustee

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

IN WITNESS WHEREOF, the Indenture Trustee and the Owner Trustee have caused this Bill of Sale, Assignment of Lease and Full Release and Termination to be executed as of the 1st day of May, 2013.

U.S. BANK NATIONAL ASSOCIATION,  
as successor-in-interest to The First National  
Bank of Boston, not in its individual  
capacity but solely as Indenture Trustee

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

U.S. BANK NATIONAL ASSOCIATION,  
as successor-in-interest to Delaware Trust  
Capital Management, Inc., not in its  
individual capacity but solely as Owner  
Trustee

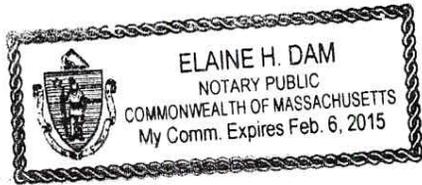
By: Annette Morgan  
Name: Annette Morgan  
Title: Assistant Vice President

State of Massachusetts        )  
  ) ss:  
County of Suffolk            )

On the 27 day of June, 2013, before me personally appeared ALISON DB NADALI to me known, who being by me duly sworn, says that (s)he is a VICE PRESIDENT of U.S. Bank National Association, that said instrument was signed on such date on behalf of said national association by authority of its Board of Directors, and (s)he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

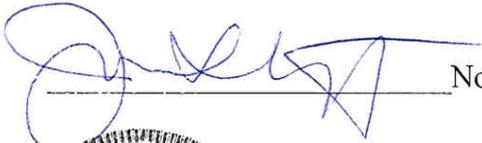
Elaine H Dam Notary Public

[Notarial Seal]  
My commission expires:



State of Delaware )  
 ) ss:  
County of New Castle )

On the 16 day of June, 2013, before me personally appeared Annette Morgan to me known, who being by me duly sworn, says that (s)he is a ASST. Vice Pres of U.S. Bank National Association, that said instrument was signed on such date on behalf of said national association by authority of its Board of Directors, and (s)he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

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



## **SCHEDULE 1**

### **EQUIPMENT**

(Group A Equipment)

150 5250 c.f. covered hopper cars marked as follows (all inclusive):

WC 83000 – WC 83149

300 100-ton boxcars marked as follows (all inclusive):

WC 21000 – WC 21299

For clarity,

- The following 5250 c.f. covered hopper cars were previously casualtyied:

WC 83058

WC 83084

WC 83102

WC 83117

WC 83123

- The following 100-ton boxcar was previously casualtyied:

WC 21096

- The Trust was originally comprised on two groups of equipment—the Group A Equipment, consisting of the newly manufactured covered hopper cars and boxcars described above, and the Group B Equipment, consisting of used boxcars. Lessee previously purchased the Group B Equipment and, in connection with that transaction, the Indenture Trustee released and discharged its interests in the Group B Equipment as set forth in the Release dated as of May 1, 2008, which was filed with the Surface Transportation Board on May 13, 2008 and assigned recordation number 18073-L, and the Owner Trustee terminated the Lease with respect to the Group B Equipment and released its interests in the Group B Equipment as set forth in the Partial Lease Termination dated as of May 1, 2008 and assigned recordation number 18073-M.