



RECORDATION NO. 21022-A
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SURFACE TRANSPORTATION BOARD

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September 10, 2013

Via E-Filing

Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Section Chief:

Enclosed for electronic filing and recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of the Full Release and Termination dated as of September 10, 2013 by Wells Fargo Bank, National Association, as successor to Norwest Equipment Finance, Inc., in favor of Pioneer Railroad Equipment Co., Ltd., a secondary document as defined in the Surface Transportation Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement (Contract Number 20954) previously filed with the Board under Recordation Number 21022.

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

Secured Party: Wells Fargo Bank, National Association
6810 N. Knoxville Avenue
Peoria, IL 61614

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 Security Agreement filed under Recordation Number 21022 are RELEASED and TERMINATED.



The required recordation fee of \$42.00 is being paid to the Board by charge to our firm account.

Kindly return a file stamped copy of the Full Release and 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

Full Release and Termination dated as of September 10, 2013 by Wells Fargo Bank, National Association (as successor to Norwest Equipment Finance, Inc.) in favor of Pioneer Railroad Equipment Co., Ltd.

Primary Document to which the Amendment Relates

Security Agreement (Contract Number 20954) dated as of October 21, 1997 between Norwest Equipment Finance, Inc., as secured party, and Pioneer Railroad Equipment Co., Ltd., as debtor, which was filed with the Surface Transportation Board on November 25, 1997 under recordation number 21022.

Thank you for your attention to this request.

Very truly yours,

DLA PIPER LLP (US)


Susan G. Lichtenfeld

SGL/rc
Enclosure

FULL RELEASE AND TERMINATION

This Full Release and Termination is made as of September ^{10th}, 2013 by **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "**Bank**"), as successor to Norwest Equipment Finance, Inc., in favor of Pioneer Railroad Equipment Co., Ltd. (the "**Debtor**").

RECITALS

A. Pursuant to the Security Agreement (Contract Number 20954) dated as of October 21, 1997 between the Bank and the Debtor (the "**Security Agreement**"), the Debtor granted to the Bank a security interest in certain railcars described on Schedule A to the Security Agreement (defined therein and herein as the "**Collateral**").

B. The Security Agreement was filed with the Surface Transportation Board on November 25, 1997 and assigned recordation number 21022.

C. All monetary obligations of the Debtor to the Bank have been satisfied.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank absolutely and unconditionally terminates and cancels the Security Agreement and releases its security interests thereunder, including without limitation its security interests in the Collateral.

THIS FULL RELEASE AND TERMINATION is executed by the Bank upon the express condition that the Bank does not release the Debtor from any obligations arising from indemnifications or other liabilities of the Debtor contained in the Security Agreement, if any, which by their respective terms expressly survive the termination of the Security Agreement.

IN WITNESS WHEREOF, the Bank has caused this Full Release and Termination to be duly executed and delivered by its duly authorized officer as of this ^{10th} day of September, 2013.

THE BANK:

I certify that I hold the title set forth below, that this instrument was signed on behalf of Wells Fargo Bank, National Association, by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Wells Fargo Bank, National Association. I further declare under penalty of perjury that the foregoing is true and correct.

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,**
successor to Norwest Equipment Finance, Inc.

BY: 
ITS: Vice President