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April 14, 2015

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 Memorandum of Lease Termination dated as of April 14, 2015, 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 Commission and the Board under Recordation Number 17031.

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

Lessor: Progress Rail Leasing Corporation (successor
in interest to Wilmington Trust Company)
1600 Progress Drive
Albertville, AL 35950

[Lessee: Burlington Northern Railroad Company
3700 Continental Plaza
777 Main Street
Fort Worth, TX 76102]

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

All equipment covered by the Equipment Lease Agreement filed under Recordation Number 17031, as amended and supplemented, is hereby TERMINATED.

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

Memorandum of Lease Termination.

Also enclosed is a check in the amount of \$43.00 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,



for

Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF LEASE TERMINATION

MEMORANDUM OF LEASE TERMINATION, dated as of April 14, 2015 by Progress Rail Leasing Corporation, successor in interest to Wilmington Trust Company (the "Lessor"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Lease (defined below).

WHEREAS, Wilmington Trust Company ("Wilmington"), as lessor, and Burlington Northern Railroad Company, as lessee, entered into that certain Equipment Lease Agreement (BN 1990-G), dated as of September 14, 1990 (the "Equipment Lease"), a copy of which was recorded with the Surface Transportation Board ("STB") on September 27, 1990, at 12:05 pm, under Recordation No. 17031, covering the Equipment described therein;

WHEREAS, the Equipment Lease was supplemented or amended by that Lease Supplement (BN 1990-G) No. 1 dated September 27, 1990 (the "Supplement"), a copy of which was recorded with the STB on September 27, 1990, at 12:05 pm, under Recordation No. 17031-A; that Amendment No. 1 to Equipment Lease Agreement (BN 1990-G) dated December 31, 1990 ("Amendment No. 1"), a copy of which was recorded with the STB on January 2, 1991, at 1:55 pm, under Recordation No. 17031-D; and that Amendment No. 2 to Equipment Lease Agreement (BN 1990-G) dated January 14, 1991 ("Amendment No. 2"), a copy of which was recorded with the STB on January 23, 1991, at 12:20 pm, under Recordation No. 17031-E, all covering the Equipment described therein; and

WHEREAS, the Equipment Lease, the Supplement, Amendment No. 1 and Amendment No. 2 are collectively referred to herein as the "Lease," and Lessor has succeeded to all of Wilmington's right, title and interest in, under and to the Lease.

NOW THEREFORE, Lessor desires to terminate said Lease.

Effective the date hereof, the Lease is terminated. This document constitutes a release of all interests, claims, liens or encumbrances with respect to all railroad equipment at any time covered by the Lease.

Lessor is filing this Memorandum of Equipment Lease Termination with the STB pursuant to 49 USC Section 11301(a). This Memorandum of Lease Termination is executed without prejudice to the rights or obligations of the parties to the Lease which expressly survive termination of the Lease or the termination agreement among the parties to the Lease.

[Signature Pages Follow]

KR

PROGRESS RAIL LEASING CORPORATION

By: _____

Name: John G. Newman
Title: Senior Vice President

STATE OF Alabama)

COUNTY OF Marshall)

) SS.:
)

On this 14th day of April, 2015, before me personally appeared John G. Newman, to me personally known, who, by me being duly sworn, says that he/she is Senior Vice President of **PROGRESS RAIL LEASING CORPORATION**, that the foregoing instrument was signed on behalf of said corporation, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janaya P. Kellegero
Notary Public

My commission expires: 9-1-2015



(KR)

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: April 14, 2015

Edward M Luria

Edward M. Luria