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OF COUNSEL  
URBAN A. LESTER

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

March 30, 2012

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 Termination of Owner Trust, Assignment and Assumption of Lease, and Split of Lease Supplement (BN 1990-D), dated as of March 29, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (BN 1990-D) and related documents previously filed with the Board under Recordation Number 17028.

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

Assignor/

Owner Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, DE 19890

Assignee:

Midwest Railcar Corporation (as successor to  
Manufacturers and Traders Trust Company,  
successor in interest to Unionbanc Leasing Company)  
4949 Autumn Oaks Drive  
Maryville, IL 62062

Lessee:

BNSF Railway Company  
(f/k/a Burlington Northern Railroad Company)  
2500 Lou Menk Drive  
Fort Worth, TX 76131

Section Chief  
March 30, 2012  
Page two

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

226 gondola railcars within the series BNSF 699100 – BNSF 665237 (previously within the series BN 533401 – BN 533640) (not including identified casualties) and 185 covered hopper railcars BNSF 466000 – BNSF 466194 (previously bearing BN reporting marks) (not including identified casualties) as more particularly set forth on the attachment to the document.

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

Memorandum of Termination of Owner Trust, Assignment and Assumption of Lease, and Split of Lease Supplement (BN 1990-D).

Also enclosed is a check in the amount of \$41.00 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

**MEMORANDUM OF TERMINATION OF OWNER TRUST, ASSIGNMENT AND ASSUMPTION OF  
LEASE, AND SPLIT OF LEASE SUPPLEMENT  
(BN 1990-D)  
[Surface Transportation Board]**

This MEMORANDUM OF TERMINATION OF OWNER TRUST, ASSIGNMENT AND ASSUMPTION OF LEASE, AND SPLIT OF LEASE SUPPLEMENT (BN 1990-D) (this "*Memorandum*") is made and entered into as of March 29, 2012, by and among BNSF RAILWAY COMPANY (formerly known as Burlington Northern Railroad Company), a Delaware corporation ("*Lessee*"), MIDWEST RAILCAR CORPORATION (as successor in interest to Manufacturers and Traders Trust Company, the successor in interest to Unionbanc Leasing Corporation), an Illinois corporation ("*Assignee*"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity except as expressly provided herein, but solely as trustee under the Trust Agreement ("*Assignor*").

1. Assignor, as lessor, and Lessee, as lessee, are parties to that certain Equipment Lease Agreement (BN 1990-D) dated as of September 14, 1990, as amended by the Lease Amendment No. 1 (BN 1990-D) dated as of September 28, 1990 and the Omnibus Amendment (BN 1990-D) dated as of September 26, 2007 among the Lessee, Assignor, Assignee, BN Leasing Corporation, a Delaware corporation, as Seller ("*Seller*"), and U.S. Bank National Association, a national banking association, not in its individual capacity but solely as Indenture Trustee ("*Indenture Trustee*") and Pass Through Trustee ("*Pass Through Trustee*") (collectively, the "*Lease Agreement*") and supplemented by Lease Supplement (BN 1990-D) No. 1 dated September 26, 1990 between Assignor, as lessor, and the Lessee, as lessee (the "*Lease Supplement No. 1*"; together with the Lease Agreement, the "*Lease*") pursuant to which Assignor leased to the Lessee the gondola railcars described in Schedule I hereto (the "*Gondola Cars*") and the covered hopper railcars described in Schedule II hereto (the "*Covered Hopper Cars*") and, collectively with the Gondola Railcars, the "*Equipment*"). Capitalized terms used herein without definition shall have the meaning given to such terms in the Lease Agreement.

2. The Lease Agreement was recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on September 27, 1990 at 12:05 PM under registration number 17028 pursuant to Section 11303 of Title 49 of the United States Code (now known as Section 11301 of Title 49 of the United States Code).

3. Lessee, Assignor, Assignee, Seller, Indenture Trustee and Pass Through Trustee entered into that certain Omnibus Agreement dated as of the date hereof (the "*Omnibus Agreement*") pursuant to which, among other matters, Assignor, as Owner Trustee under the Trust Agreement, and Assignee, as Owner Participant, terminated the Trust.

4. Pursuant to that certain Assignment and Assumption Agreement dated as of the date hereof between Assignor and Assignee, (A) Assignor assigned, transferred and conveyed to Assignee, its successors and assigns, as of the date hereof, all the lessor estate under the Trust Agreement and all of its right, title and interest in, to and under the Lease, the Lease Supplement No. 1, the Replacement Lease Supplement No. 1 (as defined below) and the Lease Supplement

No. 2 (as defined below), and certain other Surviving Operative Agreements (as defined in the Omnibus Agreement) to which it is a party as the lessor under the Lease, and Assignee accepted all such right, title and interest in, to and under such Surviving Operative Agreements and (B) Assignee assumed as of the date hereof all of the obligations of Assignor as the lessor under the Lease under the Surviving Operative Agreements to which Assignor is a party (subject to certain reserved obligations described in such Assignment and Assumption Agreement).

5. Pursuant to the Omnibus Agreement, the Lessee and Assignee renewed the Lease with respect to the Equipment and separated the Equipment into two separate lease supplements from and after the date hereof as follows: (1) the Gondola Cars were separated from the Lease Supplement No. 1 and became subject to a Lease Supplement No. 2 dated as of March 27, 2012 between Assignee, as lessor, and Lessee, as lessee (the "*Lease Supplement No. 2*") and (ii) the Covered Hopper Cars became subject to Replacement Lease Supplement No. 1 dated as of March 27, 2012 between Assignee, as lessor, and Lessee, as lessee (the "*Replacement Lease Supplement No. 1*").

6. This Memorandum may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ASSIGNOR:

WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly provided herein but solely as Owner Trustee

By   
Name: Jose L. Paredes  
Title: Assistant Vice President

ASSIGNEE:

MIDWEST RAILCAR CORPORATION

By: \_\_\_\_\_  
Name: Richard M. Folio  
Title: Executive Vice President

LESSEE:

BNSF RAILWAY COMPANY

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

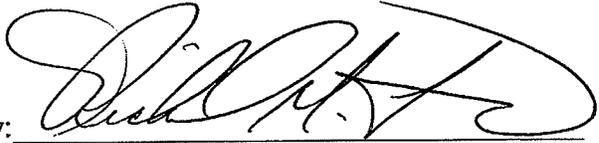
ASSIGNOR:

WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly provided herein but solely as Owner Trustee

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

ASSIGNEE:

MIDWEST RAILCAR CORPORATION

By:   
Name: Richard M. Folio  
Title: Executive Vice President

LESSEE:

BNSF RAILWAY COMPANY

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

ASSIGNOR:

WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly provided herein but solely as Owner Trustee

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

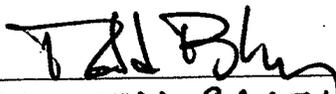
ASSIGNEE:

MIDWEST RAILCAR CORPORATION

By: \_\_\_\_\_  
Name: Richard M. Folio  
Title: Executive Vice President

LESSEE:

BNSF RAILWAY COMPANY

By:  \_\_\_\_\_  
Name: **TODD BAILEY**  
Title: **DIRECTOR FINANCE**

State of Delaware, County/City of New Castle:

On March \_\_, 2012, before me personally appeared Jose L. Paredes, to me personally known, who being by me duly sworn said that s/he is the A.V.P of Wilmington Trust Company, and that, as such officer, being duly authorized to do so, s/he executed the foregoing instrument on behalf of such corporation.

Patrick A. Kanar

Notary Public  
My commission expires:

[NOTARIAL SEAL]



PATRICK A. KANAR  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires 03-08-2014

State of Maryland, City of Baltimore:

On March \_\_, 2012, before me personally appeared Richard M. Folio, to me personally known, who being by me duly sworn said that he is the Executive Vice President of Midwest Railcar Corporation, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

State of \_\_\_\_\_, County/City of \_\_\_\_\_:

On March \_\_, 2012, before me personally appeared Todd J. Bailey, to me personally known, who being by me duly sworn said that he is the Director-Finance of BNSF Railway Company, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

State of \_\_\_\_\_, County/City of \_\_\_\_\_:

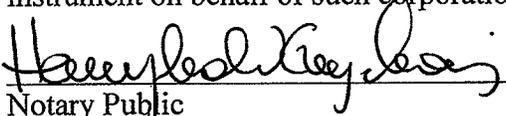
On March \_\_, 2012, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn said that s/he is the \_\_\_\_\_ of Wilmington Trust Company, and that, as such officer, being duly authorized to do so, s/he executed the foregoing instrument on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

State of Maryland, City of Baltimore:

On March \_\_, 2012, before me personally appeared Richard M. Folio, to me personally known, who being by me duly sworn said that he is the Executive Vice President of Midwest Railcar Corporation, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

HENRYKA W. GRYC CRAIG  
NOTARY PUBLIC STATE OF MARYLAND  
County of Baltimore  
My Commission Expires ~~September 20, 2005~~ 7/8/14

State of \_\_\_\_\_, County/City of \_\_\_\_\_:

On March \_\_, 2012, before me personally appeared Todd J. Bailey, to me personally known, who being by me duly sworn said that he is the Director-Finance of BNSF Railway Company, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

State of \_\_\_\_\_, County/City of \_\_\_\_\_:

On March \_\_, 2012, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn said that s/he is the \_\_\_\_\_ of Wilmington Trust Company, and that, as such officer, being duly authorized to do so, s/he executed the foregoing instrument on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

State of Maryland, City of Baltimore:

On March \_\_, 2012, before me personally appeared Richard M. Folio, to me personally known, who being by me duly sworn said that he is the Executive Vice President of Midwest Railcar Corporation, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

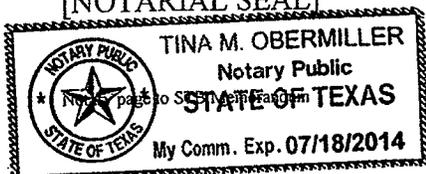
[NOTARIAL SEAL]

State of Texas, County/City of Tarrant:

On March 27, 2012, before me personally appeared Todd J. Bailey, to me personally known, who being by me duly sworn said that he is the Director-Finance of BNSF Railway Company, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.

Tina Obermiller  
Notary Public  
My commission expires: 7-18-14

[NOTARIAL SEAL]

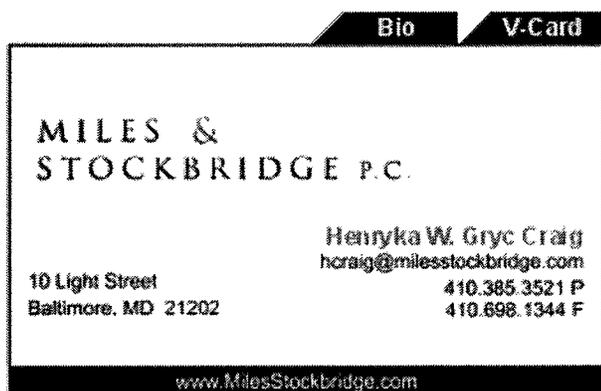


Subj: **Midwest Railcar Corporation / BNSF -- BN 1990-D STB Memorandum**  
Date: 3/30/2012 1:15:17 P.M. Eastern Daylight Time  
From: [hcraig@MilesStockbridge.com](mailto:hcraig@MilesStockbridge.com)  
To: [ELuria@aol.com](mailto:ELuria@aol.com), [AlvordLaw@aol.com](mailto:AlvordLaw@aol.com)  
CC: [rfolio@midwestrailcar.com](mailto:rfolio@midwestrailcar.com), [robson@chapman.com](mailto:robson@chapman.com), [Todd.Bailey@bnsf.com](mailto:Todd.Bailey@bnsf.com)

Ed and Suzanne:

As discussed, attached please find a copy of the subject executed memorandum. Please file the memorandum with the STB and provide a filing reference.

Thank you, Henryka



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In accordance with Internal Revenue Service rules, any federal tax advice provided in this communication is not intended or written by the author to be used, and cannot be used by the recipient, for the purpose of avoiding penalties which may be imposed on the recipient by the IRS. Please contact the author if you would like to receive written advice in a format which complies with IRS rules and may be relied upon to avoid penalties. Confidentiality Notice:

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**SCHEDULE I TO MEMORANDUM**

**EQUIPMENT DESCRIPTION**

**GONDOLA CARS**

Two-hundred twenty-six (226) gondola railcars bearing the following car marks and numbers:

Old Reporting Mark and Road Numbers

BN 533401  
BN 533402 through 533635  
BN 533636  
BN 533637 through 533640

New Reporting Mark and Road Numbers

BNSF 699100  
BNSF 665000 through 665233  
BNSF 699101  
BNSF 665234 through 665237

Casualties:

Old Reporting Mark and Road Numbers

BN 533402  
BN 533411  
BN 533413  
BN 533415  
BN 533433  
BN 533446  
BN 533484  
BN 533501  
BN 533507  
BN 533542  
BN 533560  
BN 533590  
BN 533611  
BN 533635

New Reporting Mark and Road Numbers

BNSF 665000  
BNSF 665009  
BNSF 665011  
BNSF 665013  
BNSF 665031  
BNSF 665044  
BNSF 665082  
BNSF 665099  
BNSF 665105  
BNSF 665140  
BNSF 665158  
BNSF 665188  
BNSF 665609  
BNSF 665233

**SCHEDULE II TO MEMORANDUM**

**EQUIPMENT DESCRIPTION**

**COVERED HOPPER CARS**

One-hundred eighty-five (185) covered hopper railcars bearing the following car marks and numbers:

Old Reporting Mark and Road Numbers

BN 466000 through BN 466194

New Reporting Mark and Road Numbers

BNSF 466000 through BNSF 466194

Casualties:

Old Reporting Mark and Road Numbers

BN 466015  
BN 466023  
BN 466028  
BN 466036  
BN 466094  
BN 466102  
BN 466134  
BN 466147  
BN 466162  
BN 466166

New Reporting Mark and Road Numbers

BNSF 466015  
BNSF 466023  
BNSF 466028  
BNSF 466036  
BNSF 466094  
BNSF 466102  
BNSF 466134  
BNSF 466147  
BNSF 466162  
BNSF 466166

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: 3/30/12

Edward M. Luria  
Edward M. Luria