

RECORDATION NO. 17031-M FILED

SEP 29 '11 4 35 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

September 29, 2011

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 an Assignment of Equipment Lease Agreement (BN 1990-G), dated as of September 29, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memorandum of Equipment Lease Agreement (1990-G) (as amended, supplemented or modified), previously filed with the Board under Recordation Number 17031

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

Assignor	Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890
Assignee	Progress Rail Leasing Corporation 1600 Progress Drive Albertville, AL 35950

Chief
Section of Administration
September 29, 2011
Page 2

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

14 SD60-M locomotives

BNSF 8119
BNSF 8122 - BNSF 8124
BNSF 8134
BNSF 8136
BNSF 8139 - BNSF 8142
BNSF 8144
BNSF 8147 - BNSF 8149

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

Assignment of Equipment Lease Agreement (1990-G).

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

LEASE ASSIGNMENT

**ASSIGNMENT OF EQUIPMENT LEASE AGREEMENT
(BN 1990-G)**

This ASSIGNMENT OF EQUIPMENT LEASE AGREEMENT (BN 1990-G) ("Agreement") is dated as of September 29, 2011, by and between WILMINGTON TRUST COMPANY, a Delaware trust company, as Owner Trustee ("Assignor"), and PROGRESS RAIL LEASING CORPORATION, a Delaware corporation ("Assignee").

RECITAL

BNSF Railway Company (f/k/a Burlington Northern Railroad Company), a Delaware corporation ("Lessee"), as lessee, and Assignor, entered into that certain Equipment Lease Agreement (BN 1990-G), dated as of September 14, 1990 (as amended, supplemented or modified to date, the "Lease") pursuant to which the Owner Trustee leased to Lessee the locomotives described in the Lease Supplements thereto. Pursuant to the Omnibus Termination Agreement (BN 1990-G) dated as of September 29, 2011 between the parties thereto (the "Omnibus Agreement"), Assignor has agreed to assign the Lease to Assignee, and Assignee has agreed to assume the obligations as "Lessor" under the Lease from Assignor. Lessee has agreed to execute this Agreement to acknowledge the assignment contemplated by this Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Omnibus Agreement.

ACCORDINGLY, the parties agree as follows:

SECTION 1. SALE AND ASSIGNMENT OF LEASE DOCUMENTS.

Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, as of the Effective Time (as hereinafter defined) all its right, title and interest in, to and under the Lease. Assignee hereby unconditionally and irrevocably accepts and receives, as of the Effective Time, all such right, title and interest in, to and under the Lease

SECTION 2. ASSUMPTION OF LIABILITIES.

Assignee hereby unconditionally and irrevocably assumes all of the obligations as Lessor under the Lease. Assignee confirms that, as of the Effective Time it shall be deemed a party to the Lease, and Assignee agrees to be bound, as of the Effective Time, by all the terms of the Leases and to undertake all obligations contained therein

SECTION 3 EXCEPTION

Notwithstanding the foregoing, Assignor shall retain and Assignee shall acquire no interest in or obligation in respect of any obligations of Assignor with respect to the Lease arising or accruing prior to the Effective Time.

SECTION 4. LESSEE'S CONSENT TO THIS AGREEMENT.

By signing below, Lessee hereby consents to the assignment of the Lease as contemplated by this Agreement.

SECTION 5. EFFECTIVENESS.

This Agreement shall be effective as of the occurrence of the closing, which shall be deemed to have occurred at 12:01 a.m. E.D.T. on the Purchase Date (the "*Effective Time*").

SECTION 6. MISCELLANEOUS

Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other parties may reasonably require (at such requesting party's expense) in order to carry out the intent of this Agreement. The representations and warranties of Assignor and Assignee in the Omnibus Agreement are hereby incorporated herein by reference and made part of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. The laws of New York shall govern the validity and interpretation hereof and the performance of the parties hereto of their respective duties and obligations.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Equipment Lease Agreement (BN 1990-G).

ASSIGNOR:

Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement

By: [Signature]

Name: Jose L. Paredes

Title: Assistant Vice President

STATE OF DELAWARE)

) SS.:

COUNTY OF NEW CASTLE)

On this, the 29 day of September, 2011, before me, a Notary Public in and for said County and State, personally appeared Jose L. Paredes, who being by me duly sworn, says that (s)he is the Assistant Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on September 29, 2011 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



[Signature]

Name:
Notary Public
My Commission Expires:
Residing in _____

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 6, 2012

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Equipment Lease Agreement (BN 1990-G).

ASSIGNEE:

Progress Rail Leasing Corporation

By: 

Name: J. Duane Cantrell

Title: SVP

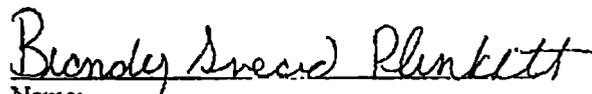
STATE OF Alabama)

) SS.:

COUNTY OF Marshall)

On this, the 28 day of September, 2011, before me, a Notary Public in and for said County and State, personally appeared J. Duane Cantrell, who being by me duly sworn, says that (s)he is the SVP of PROGRESS RAIL LEASING CORPORATION, that said instrument was signed on September 29, 2011 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name:

Notary Public

My Commission Expires: 10-10-12

Residing in Alabama

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Equipment Lease Agreement (BN 1990-G).

LESSEE:

BNSF Railway Company

By: Todd Bailey

Name: TODD BAILEY

Title: DIRECTOR FINANCE

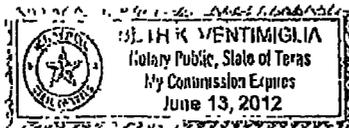
STATE OF Texas)

) SS.:

COUNTY OF Tarrant)

On this, the 29 day of September, 2011, before me, a Notary Public in and for said County and State, personally appeared TODD BAILEY, who being by me duly sworn, says that (s)he is the DIRECTOR FINANCE of BNSF RAILWAY COMPANY, that said instrument was signed on September 29, 2011 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned



Beth K. Ventimiglia
Name: Beth K. Ventimiglia
Notary Public
My Commission Expires: 6/13/2012
Residing in Furt Worth, TX

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 9/29/11

Edward M Luria
Edward M Luria