

RECORDATION NO. 17951-J FILED

DEC 09 '11 -4 00 PM

SURFACE TRANSPORTATION BOARD

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

December 9, 2011

Ms Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1, and Memorandum of Lease Assignment (BN 1992-B), dated as of December 9, 2011, 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 Board under Recordation Numbers 17951-F, 17951-G and 17951-H.

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

Indenture Trustee: U.S. Bank National Association
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Owner Trustee: Wilmington Trust Company, not in its individual
capacity but solely as Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

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

235 Aluminum Coal Gondola Cars bearing the reporting marks within the series BN 533900 through BN 534139 and BNSF 665522 through BNSF 665572; all as specifically described in Exhibit A attached to recordations 17951-F, 17951-G and 17951-H.

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

Termination of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1, and Memorandum of Lease Assignment (BN 1992-B).

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

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SURFACE TRANSPORTATION BOARD

**TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT, TRUST
INDENTURE SUPPLEMENT NO. 1,
AND MEMORANDUM OF LEASE ASSIGNMENT (BN 1992-B)**

THIS TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT, TRUST INDENTURE SUPPLEMENT NO. 1 AND MEMORANDUM OF LEASE ASSIGNMENT is made and entered into as of December 9, 2011 by and between Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as Owner Trustee ("Owner Trustee") and U.S. Bank National Association, a national banking association, as Indenture Trustee ("Indenture Trustee").

1. The Owner Trustee and Indenture Trustee have heretofore entered into that certain Trust and Indenture and Security Agreement (BN 1992-B) dated as of January 28, 2005 (as amended, supplemented or modified to date, the "Indenture") by which the Owner Trustee granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Owner Trustee's performance of its obligations as described in the Indenture. The Indenture (or a memorandum thereof) was duly recorded with the Surface Transportation Board on January 27, 2005 at 2:04 P.M. under recordation number 17951-F. Capitalized terms used herein without definition have the meanings assigned to them in the Indenture.

2. In order to more fully protect the Indenture Trustee's interest in that certain railroad equipment and to secure the Owner Trustee's performance of its obligations under the Indenture, a Memorandum of Trust Indenture Supplement No. 1 dated January 28, 2005 (the "Supplement"), coupled with that Memorandum of Lease Assignment dated as of January 28, 2005 (the "Memorandum"), were each filed with the Surface Transportation Board on January 27, 2005, respectively, under recordation numbers and 17951-G and 17951-H.

3. Pursuant to and in accordance with the terms of that certain Omnibus Termination Agreement dated as December 9, 2011 (the "Omnibus Agreement"), the Indenture Trustee acknowledges that on or prior to the date hereof all of the Equipment Notes issued pursuant to the Indenture and Supplement have been paid in full and all of the obligations under the Indenture and Supplement have been fully satisfied, complied with and performed except those that expressly survive termination. Accordingly, the Indenture, Supplement and Memorandum are terminated effective as of the date hereof and the lien in and on the Equipment pursuant to the terms thereof is discharged and released, except for those provisions that expressly survive termination.

4. At the sole cost and expense of the Trust Estate, the Indenture Trustee agrees to execute and deliver to the Owner Trustee appropriate instruments releasing all property subject to the Indenture, Supplement, and Memorandum from any liens arising from the Indenture, and the Indenture Trustee shall execute and deliver such instruments and will execute and deliver such other instruments or documents as may be reasonably requested by Owner Trustee to give effect to such release, and each of Owner Trustee and Indenture Trustee will cooperate, as provided in the Indenture, in effectuating the release and discharge of all security interests, liens, pledges, financing statements, encumbrances and mortgages, in each case with respect to the Indenture Estate, including, without limitation, the Units. Indenture Trustee hereby authorizes Owner Trustee to file (i) UCC termination statements with respect to any UCC financing statements filed by or on behalf of Indenture Trustee pursuant to the transactions contemplated by the Indenture, the Participation Agreement and the Equipment Lease, or any other agreement related thereto and (ii) any necessary filings to effectuate the release and extinguishment contemplated by this Termination of Trust Indenture and

Security Agreement, Trust Indenture Supplement No. 1, and Memorandum of Lease Assignment, including, without limitation, this Termination of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1, and Memorandum of Lease Assignment and other filings with the Surface Transportation Board and/or the Registrar General of Canada.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1, and Memorandum of Lease Assignment (BN 1992-B) to be duly executed by their respective officers duly authorized as of the date and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

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

Executed on this __th day of December, 2011.

U. S. BANK NATIONAL ASSOCIATION, as Indenture Trustee

By _____
Name:
Title:

Executed on this __th day of December, 2011.

[STB Filing]

STATE OF DELAWARE)
)SS.:
COUNTY OF NEW CASTLE)

On this, the 5 day of December, 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 December __, 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.



Patrick A. Kanar

Name:
Notary Public
My Commission Expires:

STATE OF DELAWARE)
)SS.:
COUNTY OF _____)

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

On this, the _____ day of December, 2011, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the _____ of U. S. BANK NATIONAL ASSOCIATION, that said instrument was signed on November __, 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:

[STB Filing]

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) SS.:

On this, the _____ day of December, 2011, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the _____ of WILMINGTON TRUST COMPANY, that said instrument was signed November __, 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:

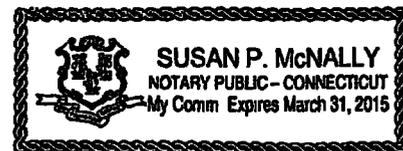
Connecticut
STATE OF _____)
)
COUNTY OF _____) SS.:

On this, the 2nd day of December, 2011, before me, a Notary Public in and for said County and State, personally appeared Michael M. Hopkins, who being by me duly sworn, says that (s)he is the Vice President of U. S. BANK NATIONAL ASSOCIATION, that said instrument was signed on November __, 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.

Susan P. McNally
Name:
Notary Public
My Commission Expires:

[STB Filing]



CERTIFICATION

I, Edward M Luna, 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 12/9/11

Edward M Luna
Edward M. Luna