

**BNSF**



CRAIG N. SMETKO  
Senior General Attorney

Burlington Northern Santa Fe  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860  
(847) 995-6000

Direct Dial: 847-995-6819  
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RECORDATION NO. 13067-1 FILED

SEP 5 '97

11-00AM

September 4, 1997

PLEASE STAMP AND RETURN TO SENDER

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, DC 20423-0001

SEP 5 11 00 AM '97

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Re: Termination and Release Agreement and Bill of Sale dated August 22, 1997  
Pertaining to The Atchison, Topeka and Santa Fe Railway Company  
Equipment Trust, Series R, dated February 1, 1981

Dear Mr. Williams:

Enclosed herewith please find an original and three (3) counterparts of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Termination and Release Agreement and Bill of Sale dated August 22, 1997, a secondary document. The primary document to which this document is connected is an Equipment Trust Agreement dated as of February 1, 1981, between The Burlington Northern and Santa Fe Railway Company (as successor by merger to The Atchison, Topeka and Santa Fe Railway Company) (the "Company") and the Harris Trust and Savings Bank, as Trustee (the "Trustee"), as amended and supplemented, which is recorded under Recordation No. 13067.

The name and addresses of the parties to this document are:

The Company:

The Burlington Northern and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

Mr. Vernon A. Williams  
September 4, 1997  
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The Trustee:

Harris Trust and Savings Bank  
311 West Monroe  
Chicago, Illinois 60606

The equipment covered by the Termination and Release Agreement and Bill of Sale is described on Schedule A attached thereto.

For the convenience of the parties, I have enclosed three (3) additional counterparts of the Termination and Release Agreement and Bill of Sale which I would like to have returned to me bearing the recordation information.

Enclosed please find Check No. 5198, dated September 4, 1997, in the amount of \$24.00 for payment of the prescribed recordation fee.

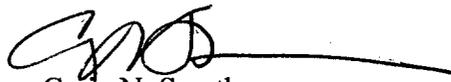
A short summary of the enclosed document to appear in the Board's Index is:

Secondary Document

Termination and Release Agreement and Bill of Sale dated August 22, 1997, which terminates the Equipment Trust Agreement dated as of February 1, 1981, between The Burlington Northern and Santa Fe Railway Company (as successor by merger to The Atchison, Topeka and Santa Fe Railway Company) and Harris Trust and Savings Bank, as Trustee, as amended and supplemented, which is recorded under Recordation No. 13067 and provides for and effects the transfer of the title to all of the Equipment under that Equipment Trust Agreement from the Trustee to the Company in accordance with the terms thereof.

If you have any questions or comments concerning this request, please contact me.

Very truly yours,

  
Craig N. Smetko  
Senior General Attorney

Encs.

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SURFACE TRANSPORTATION BOARD  
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

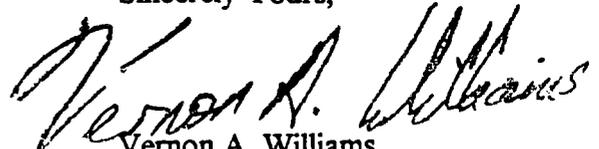
Craig N. Smetko  
Senior General Attorney  
Burlington Northern Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

DATE: 9/5/97

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177.3 (c), on 9/5/97 at 11:00AM, and assigned recordation number(s). 11366-H, 12287-B and 13067- I.

Sincerely Yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 72.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
EQUIPMENT TRUST, SERIES R  
DATED FEBRUARY 1, 1981

RECORDATION NO. 13067- FILED I

SEP 5 '97 11-00AM

Termination and Release Agreement

This AGREEMENT is made and entered into as of this 22nd day of August, 1997, by and between THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (as successor by merger to THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY) (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee (the "Trustee") under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series R, dated as of February 1, 1981, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about May 15, 1996, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and

without further transfer or act by the Trustee, the Company or any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after May 15, 2002 of the amount, if any, of the same still held by the Trustee under that Section 4.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of May 15, 1996 except as to such terms and provisions thereof for which continuation after May 15, 1996 is necessary to give effect thereto.

5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of May 15, 1996, the transfer of all title to all of the Trust Equipment under the Trust Agreement to the Company in accordance with the terms thereof.

6. The Trustee and the Company hereby agree that the security interest on file in the public record with the Surface Transportation Board under 49 U.S.C. § 11301 in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day first above written.

ATTEST

  
\_\_\_\_\_  
Assistant Secretary

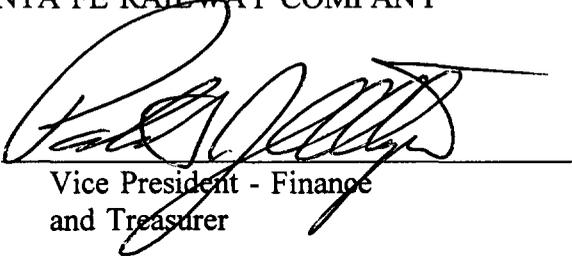
THE HARRIS TRUST AND SAVINGS BANK  
as Trustee, as aforesaid

By   
\_\_\_\_\_  
Vice President

ATTEST

  
\_\_\_\_\_  
Assistant Secretary

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY

By   
\_\_\_\_\_  
Vice President - Finance  
and Treasurer

STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF COOK     )

On this 27 day of August, 1997, before me personally appeared R. FOLIZ to me personally known, who, being by me duly sworn, says that he/she is Vice President of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

~~~~~  
"OFFICIAL SEAL"  
Marianne Tinerella  
Notary Public, State of Illinois  
My Commission Exp. 05/21/2001  
~~~~~  
  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF COOK     )

On this 4<sup>TH</sup> day of ~~August~~ <sup>SEPTEMBER</sup>, 1997, before me personally appeared Patrick J. Ottensmeyer, to me personally known, who, being by me duly sworn, says that he is the Vice President - Finance and Treasurer of The Burlington Northern and Santa Fe Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

~~~~~  
OFFICIAL SEAL  
DOROTHY V SCHAETZLE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 11/20/00  
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EQUIPMENT TRUST, SERIES R,  
Dated February 1, 1981  
(Amended April 1, 1981)

## SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
7	3500 HP Diesel Electric Locomotives, Model GP-50; General Motors Corporation (Electro-Motive Division), Builder; Nos. 3833 to 3839, both inclusive	\$755,000	\$5,285,000
30	3000 HP Diesel Electric Locomotives, Model C30-7; General Electric Company, Builder; Nos. 8123 to 8152, both inclusive	\$1,034,700	\$31,041,000
98	60' Plain Box Cars, 100-ton capacity, with roller bearing trucks; Santa Fe Rail Equipment Company, Builder; Nos. 612100-612126, 612128-612131, 612133-612199, all inclusive	\$62,500	\$6,125,000
69	Caboose Cars with wide cupola; International Car Company, Builder; Nos. 999750-999759, 999761, 999762, 999765-999776, 999778-999786, 999788-999795, 999797-999824, all inclusive	\$82,500	\$5,692,500
25	26,000-gallon Tank Cars, with roller bearing trucks; Trinity Industries, Inc., Builder; Nos. 98725 to 98749, both inclusive	\$54,400	\$1,360,000
30	50 Cubic Yard, Air-dump Gondola Cars, 77-ton capacity; DIFCO, Inc., Builder; Nos. 186230 to 186259, both inclusive	\$67,700	\$2,031,000
21	3000 HP Diesel Electric Locomotives, Model SD-40-2; General Motors Corporation (Electro-Motive Division), Builder; Nos. 5172 to 5192, both inclusive	\$956,100	\$20,078,100

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
5	Enclosed Tri-Level Auto Racks (TL-10), Thrall Car Manufacturing Company, Builder; Nos. 1954 to 1958, both inclusive	\$35,072	\$175,360
1	Enclosed Tri-Level Auto Rack (TL-11), Thrall Car Manufacturing Company, Builder; No. 2058	\$35,433	\$35,433
2	Enclosed Tri-Level Auto Racks (TL-12), Thrall Car Manufacturing Company, Builder; Nos. 2107 to 2108, both inclusive	\$32,230	\$64,460
3	Fully Enclosed Tri-Level Auto Racks (TL-13), Thrall Car Manufacturing Company, Builder; Nos. 2356 to 2358, both inclusive	\$32,675	\$98,025
3	Enclosed Bi-Level Auto Racks with End Doors (BL-8), Nos. 2399, 2400, and 2402	\$24,965	\$74,895
2	89'4" Enclosed Bi-Level Auto Racks, Thrall Car Manufacturing Company, Builder; Nos. 2587 and 2588	\$26,330	\$52,660
296	<b>Total Units</b>		<b><u>\$72,113,433</u></b>

Revised  
6/28/90