

BNSF



CRAIG N. SMETKO
Senior General Attorney

Burlington Northern Santa Fe

1700 East Golf Road
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September 4, 1997

PLEASE STAMP AND RETURN TO SENDER

RECORDATION NO. 12287-B FILED

SEP 5 '97 11-00AM

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

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 Q, dated October 1, 1980

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 October 1, 1980, 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. 12287

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

SEP 5 11 00 AM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

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. 5197, dated September 4, 1997, in the amount of \$24.00 for payment of the prescribed recordation fee.

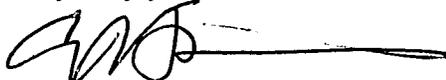
A short summary of the enclosed document to appear in the Board's Index is:

Secondary Document

Termination and Release Agreement and Bill of Sale dated August 22, 1997, which terminates the Equipment Trust Agreement dated as of October 1, 1980, 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. 12287 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

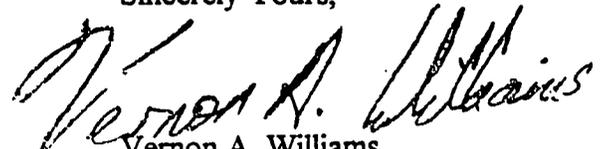
Craig N. Smetko
Senior General Attorney
Burlington Northern Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

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 Q
DATED OCTOBER 1, 1980

RECORDATION NO. 12287-B
FILED

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 Q, dated as of October 1, 1980, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about November 1, 1995, 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 November 1, 2001 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.

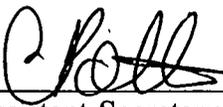
4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of November 1, 1995 except as to such terms and provisions thereof for which continuation after November 1, 1995 is necessary to give effect thereto.

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 November 1, 1995, 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

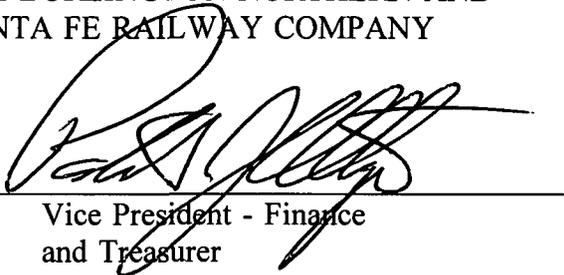
THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid

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. FOLTZ 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.



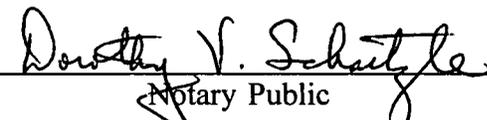


Notary Public

[NOTARIAL SEAL]

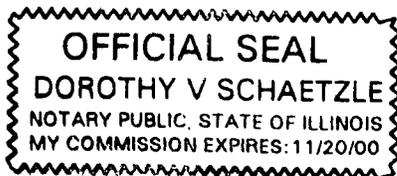
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 4TH day of ~~August~~ ^{SEPTEMBER}, 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]



BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series Q dated as of October 1, 1980 (The "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Burlington Northern and Santa Fe Railway Company (as successor by merger to The Atchison, Topeka and Santa Fe Railway Company) (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement as of November 1, 1995 (the last day of the lease under the Trust Agreement), the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto (and any and all other Trust Equipment which may exist), AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunder duly authorized and its corporate seal to be hereunto affixed as of this 22nd day of August, 1997.

THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid

ATTEST



Assistant Secretary



Vice President

EQUIPMENT TRUST, SERIES Q,
Dated October 1, 1980

SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
9	3500 HP Diesel Locomotives (Model GP-50), General Motors Corporation (Electro-Motive Division), Builder; Nos. 3824 to 3832, both inclusive	\$777,400	\$6,996,600
8	3000 HP Diesel Locomotives (Model SD-40-2), General Motors Corporation (Electro- Motive Division), Builder; Nos. 5162 to 5169, both inclusive	\$844,100	\$6,752,800
16	3600 HP Diesel Locomotives (Model B-36-7), General Electric Coporation, Builder; Nos. 7484 to 7499, both inclusive	\$775,100	\$12,401,600
100	60' Plain Box Cars, 100-ton capacity, with roller bearing trucks; Santa Fe Rail Equip- ment Company, Builder; Nos. 612000 to 612099, both inclusive	\$62,500	\$6,250,000
25	26,000-gallon Tank Cars, with roller bearing trucks; Trinity Industries, Inc., Builder; Nos. 98668 to 98692, both inclusive	\$54,200	\$1,355,000
1	Enclosed Tri-Level Auto Rack (TL-12), Thrall Car Manu- facturing Company, Builder; No. 2106	\$32,230	<u>\$ 32,230</u>
<hr/> 159	Total Units		<u>\$33,788,230</u>