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April 28, 2008

RECORDATION NO. 18786-F FILED

Ms. Anne K. Quinlan
Acting Secretary
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

APR 28 '08 -1 00 PM

SURFACE TRANSPORTATION BOARD

Re: BNSF Railway Company (BNRR 1994-A)
Termination Agreement

Dear Ms. Quinlan:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination Agreement (BNRR 1994-A) dated as of April 28, 2008 (the "Termination Agreement"), 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 Number 18786.

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

Lessee: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131-2830

Lessor: Alliance Locomotive Lease Co., Ltd.
c/o Babcock & Brown Inc.
Hills Plaza
2 Harrison Street, 6th Floor
San Francisco, California 94105
Attention: General Manager

Indenture Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

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Law Offices of
CHAPMAN AND CUTLER LLP

Attention: Corporate Trust Administration
(BNRR 1994-A)

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 18786, as such documents may have been supplemented, modified or amended.

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

Termination Agreement (BNRR 1994-A).

A fee of thirty-five dollars (\$35.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991.

Sincerely,

CHAPMAN AND CUTLER LLP

BY Michael D. Robson
Michael D. Robson

Enclosures

APR 28 '08 -1 00 PM

TERMINATION AGREEMENT
(BNRR 1994-A)

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AGREEMENT (BNRR 1994-A) (the "*Termination Agreement*") is dated as of April 28, 2008 among Alliance Locomotive Lease Co., Ltd., as lessor ("*Lessor*"), BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee ("*Lessee*") and Wilmington Trust Company, as indenture trustee ("*Indenture Trustee*").

1. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNRR 1994-A) dated as of April 28, 1994 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on April 28, 1994 at 9:45 A.M. under recordation number 18786. Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (BNRR 1994-A) dated as of April 28, 1994 (as amended, supplemented and modified to date, the "*Indenture*") by which the Lessor granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on April 28, 1994 at 9:45 A.M. under recordation number 18786-A.

3. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNRR 1994-A) dated as of April 28, 1994 (as amended, supplemented or modified to date, the "*Lease Supplement*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on April 28, 1994 at 9:45 A.M. under recordation number 18786-B.

4. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture Supplement (BNRR 1994-A) No. 1 dated April 28, 1994 (as amended, supplemented and modified to date, the "*Indenture Supplement*") by which the Lessor granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture Supplement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on April 28, 1994 at 9:45 A.M. under recordation number 18786-C.

5. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNRR 1994-A) dated as of April 28, 1994 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in certain railroad equipment. The Lessor

1. 1. 1.

2. 2. 2.

3. 3. 3.

Security Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on April 28, 1994 at 9:50 A.M. under recordation number 18786-D.

6. Each of the Lease, the Indenture, the Lease Supplement, the Indenture Supplement and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the units of railroad equipment subject thereto.

7. This Termination Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Indenture, the Lease Supplement, the Indenture Supplement or the Lessor Security Agreement, as applicable, which expressly survive this termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

ALLIANCE LOCOMOTIVE LEASE CO., LTD.

By  _____

Name: Karen Fagerstrom

Title: Attorney-in-Fact

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By

Name:

Title:

WILMINGTON TRUST COMPANY, as Indenture
Trustee

By

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

ALLIANCE LOCOMOTIVE LEASE CO., LTD.

By

Name:

Title:

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By

Name:

Title:



L. Steven Vollmer
General Director - Finance

WILMINGTON TRUST COMPANY, as Indenture
Trustee

By

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

ALLIANCE LOCOMOTIVE LEASE Co., LTD.

By
Name:
Title:

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By
Name:
Title:

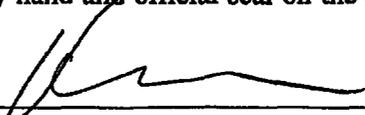
WILMINGTON TRUST COMPANY, as Indenture
Trustee

By 
Name: Michael McCarthy
Title: Assistant Vice President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this, the 24 day of April, 2008, before me, a Notary Public in and for said County and State, personally appeared Karen Fajstrom, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of ALLIANCE LOCOMOTIVE LEASE CO., LTD., that said instrument was signed on April 24, 2008 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: _____
Residing in _____
VENICE WARMSLEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WA6154683
Qualified in Kings County
Commission Expires Oct. 23, 2010

(Seal)

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this, the _____ day of April, 2008, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that he is the _____ of BNSF RAILWAY COMPANY, that said instrument was signed on April ____, 2008 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.

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

Name:
Notary Public – State of Texas
My Commission Expires:
Residing in Forth Worth, Texas

(Seal)

STATE OF _____)
)
COUNTY OF _____) SS:

On this, the ___ day of April, 2008, 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 Attorney-in-Fact of ALLIANCE LOCOMOTIVE LEASE CO., LTD., that said instrument was signed on April ___, 2008 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.

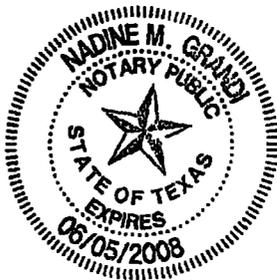
Name:
Notary Public
My Commission Expires:
Residing in _____

(Seal)

STATE OF TEXAS)
)
COUNTY OF TARRANT) SS:

On this, the 17th day of April, 2008, before me, a Notary Public in and for said County and State, personally appeared STEVEN VOLLMER, who being by me duly sworn, says that he is the GENERAL DIRECTOR - FINANCE of BNSF RAILWAY COMPANY, that said instrument was signed on April 17, 2008 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.

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



(Seal)

Nadine M. Grandi
Name: NADINE M. GRANDI
Notary Public - State of Texas
My Commission Expires: 06/05/2008
Residing in Forth Worth, Texas

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

On this, the 17 day of April, 2008, before me, a Notary Public in and for said County and State, personally appeared Michael McCarthy, 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 April 17, 2008 on behalf of said banking 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 banking corporation.

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

Dianne Bruton
Name:
Notary Public
My Commission Expires:
Residing in Delaware

(Seal)

DIANNE M. BRUTON
Notary Public - State of Delaware
My Comm. Expires Nov. 27, 2011

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 4/28/08



Robert W. Alvord