

Law Offices of

CHAPMAN AND CUTLER LLP

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080
Telephone (312) 845-3000
Facsimile (312) 701-2361
chapman.com

San Francisco
595 Market Street
San Francisco, CA 94105
(415) 541-0500

Salt Lake City
201 South Main Street
Salt Lake City, UT 84111
(801) 533-0066

March 7, 2007

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W. Room 704
Washington, DC 20423-0001

RECORDATION NO. 14513-D
FILED

MAR 08 '07 9 02 AM

Re:

BNSF Railway Company
Termination and Release dated December 1, 1999
ATSF Equipment Trust Agreement, Series S dated December 1, 1984

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two original copies of the Termination and Release, dated as of December 1, 1999, between BNSF Railway Company as successor by merger to The Atchison, Topeka and Santa Fe Railway Company (the "Company"), and Harris N.A., successor-in-interest to Harris Trust and Savings Bank, as trustee ("Trustee").

The enclosed is a secondary document and relates to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series S, dated as of December 1, 1984, as supplemented (the "Trust Agreement") between the Company and Trustee, recorded on December 23, 1984 at 12:50 P.M. under recordation number 14513. Additional documents relating to the Trust Agreement were recorded under recordation numbers 14513-A (recorded on January 11, 1985 at 4:05 P.M.), 14513-B (recorded on April 22, 1985 at 12:105 P.M.), and 14513-C (recorded on February 17, 1999 at 3:45 P.M.).

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

Trustee: Harris N.A.
Attn: Marianne Tinerella
111 West Monroe Street
P.O. Box 755
Chicago, IL 60690-0755

The Company, as Lessee: BNSF Railway Company
2600 Lou Menk Drive
Fort Worth TX 76131

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CHAPMAN AND CUTLER LLP

The equipment covered by the aforesaid Termination and Release consists of all railroad equipment previously on file and subject to the Trust Agreement, as the same may have been supplemented or amended.

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

Termination and Release, dated as of December 1, 1999, of The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series S, dated as of December 1, 1984, between BNSF Railway Company, successor by merger to The Atchison, Topeka and Santa Fe Railway Company, as lessee and Harris N.A., successor-in-interest to Harris Trust and Savings Bank, as trustee, and providing for, and by appended Bill of Sale effecting, the transfer of the title to all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

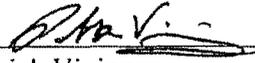
A fee of thirty-four dollars (\$34.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter 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 (312-845-3429).

Sincerely,

CHAPMAN AND CUTLER LLP

BY 
Patrick Vining

Enclosures

MAR 08 '07

-9 0 2 **FILED**

EQUIPMENT TRUST, SERIES S
Dated December 1, 1984

SURFACE TRANSPORTATION BOARD**TERMINATION AND RELEASE**

This AGREEMENT is made and entered into as of this 1st day of December, 1999, by and between BNSF RAILWAY COMPANY as successor by merger to The Atchison, Topeka and Santa Fe Railway Company (the "Company"), and HARRIS N.A., successor-in-interest to Harris Trust and Savings Bank, as trustee ("Trustee") under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series S, dated as of December 1, 1984, as supplemented (the "Trust Agreement").

WITNESSETH:

WHEREAS, the Company, by the payment for its account on or about December 1, 1999, 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 5.5 of the Trust Agreement, the title to the railroad equipment described on Schedule A to the attached Bill of Sale (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 5.5 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 5.5 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 immediately of the amount, if any, of the same still held by the Trustee under that Section 5.5 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 December 1, 1999 except as to such terms and provisions thereof for which continuation after December 1, 1999 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 December 1, 1999, 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 filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) and now maintained by 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 as of the day first above written.

HARRIS N.A., successor-in-interest to Harris Trust and Savings Bank, as Trustee, as aforesaid

By: James Ruff
Its: Vice President, Trust Operations

ATTEST:

By: Diane B. Platte
Its: VICE PRESIDENT, TRUST OPERATIONS

BNSF RAILWAY COMPANY

By: _____

Its: _____

ATTEST:

By: _____
Its: _____

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

HARRIS N.A., successor-in-interest to Harris Trust and Savings Bank, as Trustee, as aforesaid

By: _____

Its: _____

ATTEST:

By: _____
Its: _____

BNSF RAILWAY COMPANY

By: *Steve Volney*

Its: General Director - Finance

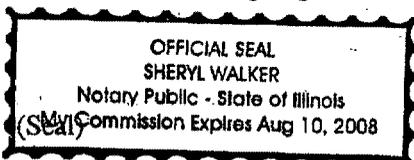
ATTEST:

By: *Jeffrey T. Williams*
Its: Assistant Secretary



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 27 day of February, 2007, before me personally appeared James B. Fox, to me personally known, who, being by me duly sworn, says that he/she is Vice President of HARRIS N.A., that the forgoing instrument was signed 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.



Sheryl Walker
Notary Public

My Commission Expires: 8/10/08

STATE OF TEXAS)
) ss
COUNTY OF TARRANT)

On this _____ day of February, 2007, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he/she is the _____ of BNSF RAILWAY COMPANY, that the forgoing instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Seal)

My Commission Expires: _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this _____ day of February, 2007, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he/she is _____ of HARRIS N.A., that the forgoing instrument was signed 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.

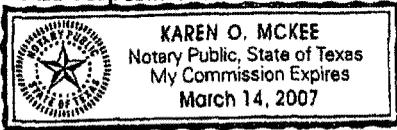
Notary Public

(Seal)

My Commission Expires: _____

STATE OF TEXAS)
) ss
COUNTY OF TARRANT)

On this 28th day of February, 2007, before me personally appeared Steve Vollmer, to me personally known, who, being by me duly sworn, says that he/she is the General Director Finance of BNSF RAILWAY COMPANY, that the forgoing instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Karen O. McKee
Notary Public

(Seal)

My Commission Expires: 3-14-07

BILL OF SALE

HARRIS N.A., successor-in-interest to Harris Trust and Savings Bank, a national banking association (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series S dated as of December 1, 1984 (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 BNSF 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, 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 as of this 1st day of December, 1999.

HARRIS N.A., successor-in-interest to
Harris Trust and Savings Bank, as Trustee, as
aforesaid

By:

Its:

[Signature]
Vice President, Trust Operations

ATTEST:

By:

Its:

[Signature]
VICE PRESIDENT, TRUST OPERATIONS

SCHEDULE A

UNITS

EQUIPMENT	UNIT QUANTITY	ROAD NUMBERS BEFORE DECEMBER 22, 1998	ROAD NUMBERS AFTER DECEMBER 22, 1998
2250 HP Diesel Electric Locomotives, General Electric Company B23-7	14	ATSF 6405 through ATSF 6418, inclusive	BNSF 4262 through BNSF 4275, inclusive
3900 HP Diesel Electric Locomotive, General Electric Company B39-8	1	Casualty: ATSF 7401	----
3500 HP Diesel Electric Locomotives, GMC (EMD) GP-50	15	ATSF 3840 through ATSF 3852, inclusive, ATSF 3854 Casualty: ATSF 3853	BNSF 3193 through BNSF 3205, inclusive, BNSF 3207 Casualty: BNSF 3206

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:

3/8/07



Robert W. Alvord