

September 8, 2010

RECORDATION NO. 20888-F FILED

Chief, Section of Administration, Office of Proceedings
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

SEP 08 '10 -9 10 AM

SURFACE TRANSPORTATION BOARD

Re: BNSF Railway Company (BNSF 1997-F)
Release, Discharge and Termination Agreement

To Whom It May Concern:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Release, Discharge and Termination Agreement (BNSF 1997-F) dated as of September 8, 2010, 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 20888.

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 76131-2828
Lessor/Borrower:	ORIX Starlet Corporation c/o ORIX Corporation 4-1, Hamamatsucho 2-chome, Minato-ku Tokyo, Japan Attention: Aerospace Department II
Security Trustee	Wells Fargo Bank Northwest, National Association 299 South Main Street, 12th Floor MAC: U1228-120 Salt Lake City, Utah 84111 Attention: Corporate Trust Department (BNSF 1997-F)

**Agent: Export Development Canada
151 O'Connor Street
Ottawa, Ontario K1A 1K3 Canada
Attention: Loan Services & Asset
Management-Transportation**

The equipment covered by the aforesaid Release, Discharge and Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 20888, as such documents may have been supplemented, modified or amended.

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

Release, Discharge and Termination Agreement (BNSF 1997-F).

A fee of forty-one dollars (\$41.00) 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**

Chapman and Cutler LLP

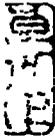
If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-3892.

Sincerely,

CHAPMAN AND CUTLER LLP

By Karl T. Williams
Karl T. Williams

KTW:db
Enclosures



RECORDATION NO. 20888 - F
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SURFACE TRANSPORTATION BOARD

**RELEASE, DISCHARGE AND TERMINATION AGREEMENT
(BNSF 1997-F)**

THIS RELEASE, DISCHARGE AND TERMINATION AGREEMENT (BNSF 1997-F) (this "Agreement") is dated as of September 8, 2010 among ORIX Starlet Corporation, as lessor or borrower ("Lessor" or "Borrower"), BNSF Railway Company (formerly known as The Burlington Northern and Santa Fe Railway Company), as lessee ("Lessee"), Wells Fargo Bank Northwest, National Association (successor to First Security Bank, National Association), as security trustee ("Security Trustee"), and Export Development Canada (formerly known as Export Development Corporation), as agent ("Agent").

RECITALS

A. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNSF 1997-F) dated September 8, 1997 (as amended, supplemented or modified to date, the "Lease") by which the Lessor has leased to Lessee twenty-six (26) General Electric Company Dash 9-44 CW Diesel Electric Locomotives bearing reporting marks and road numbers BNSF 739, BNSF 745, BNSF 746, BNSF 750 and BNSF 763 through BNSF 784, inclusive (the "Equipment"). The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on September 26, 1997 at 11:30 A.M. under recordation number 20888.

B. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage and Security Agreement (BNSF 1997-F) dated September 8, 1997 (as amended, supplemented and modified to date, the "Mortgage") by which the Borrower granted a security interest in the Equipment to the Security Trustee in order to secure the Borrower's performance of its obligations as described in the Loan Agreement. The Mortgage (or a memorandum thereof) was duly recorded with the Surface Transportation Board on September 26, 1997 at 11:30 A.M. under recordation number 20888-A.

C. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNSF 1997-F) dated September 29, 1997 (as amended, supplemented or modified to date, the "Lease Supplement") by which the Lessor has leased to Lessee the Equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on September 26, 1997 at 11:30 A.M. under recordation number 20888-B.

D. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage Supplement No. 1 (BNSF 1997-F) dated September 29, 1997 (as amended, supplemented and modified to date, the "Mortgage Supplement") by which the Borrower granted a security interest in the Equipment to the Security Trustee in order to secure the Borrower's performance of its obligations as described in the Loan Agreement. The Mortgage Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on September 26, 1997 at 11:30 A.M. under recordation number 20888-C.

E. The Lessor and the Security Trustee have heretofore entered into that certain Memorandum of Lease Assignment (BNSF 1997-F) dated September 29, 1997 (as amended,



supplemented and modified to date, the "*Lease Assignment*") by which the Lessor assigned its rights in the Lease with respect to the Equipment to the Security Trustee in order to secure the Borrower's performance of its obligations as described in the Loan Agreement. The Lease Assignment (or a memorandum thereof) was duly recorded with the Surface Transportation Board on September 26, 1997 at 11:30 A.M. under recordation number 20888-D.

F. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNSF 1997-F) dated September 8, 1997 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in the Equipment. The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on September 26, 1997 at 11:35 A.M. under recordation number 20888-E.

G. Pursuant to and in accordance with the terms of Section 19 of the Lease, the Lessee has exercised its option to purchase the Items of Equipment (as defined in the Lease).

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION.

Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. TERMINATION.

Each of the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Lease Assignment and the Lessor Security Agreement is terminated, in each case, in accordance with its terms effective as of the date hereof.

3. RELEASE AND DISCHARGE.

Section 3.1. Lessor Security Agreement. Concurrent with the transfer of the Equipment by the Lessor to the Lessee, the Lessee hereby irrevocably and unconditionally (i) releases and discharges the LSA Collateral from the security constituted by the Lessor Security Agreement (as defined in Section 2 (*Grant of Security Interest*) of the Lessor Security Agreement), (ii) re-assigns to and in favor of the Lessor all of its right, title and interest in and to the LSA Collateral, and (iii) releases and discharges the Lessor from all its obligations and liabilities under the Lessor Security Agreement. The Lessor hereby accepts the re-assignment referred to above.

Section 3.2. Mortgage. The Security Trustee hereby irrevocably and unconditionally releases and discharges (i) the Collateral (as defined in Section 2.1 (*Mortgage and Grant of*



Security Interest) of the Mortgage) from the security constituted by the Mortgage and (ii) the Lessor from all its obligations and liabilities under the Mortgage.

4. SURVIVAL.

This Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Lease Assignment or the Lessor Security Agreement, as applicable, which are expressed to survive any termination or otherwise be of a continuing nature.

5. REPRESENTATIONS AND WARRANTIES.

Each of the parties hereto hereby represents and warrants that as of the date hereof, it has the power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize its execution, delivery and performance of the same.

6. COSTS AND EXPENSES.

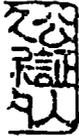
The Lessee shall bear all reasonable costs and expenses (including, without limitation, legal fees) incurred by the Lessor, the Security Trustee and the Agent in connection with this Agreement and the transactions contemplated thereby.

7. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, and each counterpart shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

8. GOVERNING LAW.

This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of New York (but excluding the laws applicable to conflicts or choice of law).



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

ORIX STARLET CORPORATION

By 
Name: **Hideyuki Yamanaka**
Title: **D i r e c t o r**

**BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)**

By _____
Name: **L. Steven Vollmer**
Title: **General Director-Finance**

**WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank, National Association), as Security
Trustee**

By _____
Name:
Title:

**EXPORT DEVELOPMENT CANADA (formerly
known as Export Development Corporation),
as Agent**

By _____
Name:
Title:

By _____
Name:
Title:

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

ORIX STARLET CORPORATION

By _____
Name.
Title

BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)

By  _____
Name L. Steven Vollmer
Title General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank, National Association), as Security
Trustee

By _____
Name
Title

EXPORT DEVELOPMENT CANADA (formerly
known as Export Development Corporation),
as Agent

By _____
Name
Title

By _____
Name
Title

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ORIX STARLET CORPORATION

By _____
Name:
Title:

BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)

By _____
Name: L. Steven Vollmer
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank, National Association), as Security
Trustee

By *mic a*
Name: Michael Arsenault
Title: Assistant Vice President

EXPORT DEVELOPMENT CANADA (formerly
known as Export Development Corporation),
as Agent

By _____
Name:
Title:

By _____
Name:
Title:

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

ORIX STARLET CORPORATION

By _____
Name:
Title:

**BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)**

By _____
Name: L. Steven Vollmer
Title: General Director-Finance

**WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank, National Association), as Security
Trustee**

By _____
Name:
Title:

**EXPORT DEVELOPMENT CANADA (formerly
known as Export Development Corporation),
as Agent**

By  _____
Name: TALAL M. KATROUZ
Title: ASSET MANAGER

By  _____
Name: SHAUN ENRIGHT
Title: SR. ASSET MANAGER



Registered no. 751

NOTARIAL CERTIFICATE

I, the undersigned NOTARY, do hereby certify that Mr. Hideyuki Yamanaka, Director of ORIX Starlet Corporation (the "Company"), who has been duly authorized to execute and deliver the attached instrument (RELEASE, DISCHARGE AND TERMINATION AGREEMENT) for and on behalf of the Company, being legally established and existing under the laws of Japan and having its registered head office at 4-1, Hamamatsucho 2-chome, Minato-ku, Tokyo, Japan, has executed in my very presence the attached RELEASE, DISCHARGE AND TERMINATION AGREEMENT.

Dated this 27th day of July, 2010

TAKUA KUBOUCHI
NOTARY
TOKYO LEGAL AFFAIRS BUREAU, JAPAN





平成22年登録第 751 号

認 証

囑託人オリックス・スターレット有限会社取締役山中秀介は、別紙編綴の証書における署名が自己のものに相違ない旨本公証人の面前で自認した。

よって、これを認証する。

平成22年 7 月 27 日、本公証人役場において

東京都港区芝大門1丁目4番14号

東京法務局所属

公 証 人

Notary

久保内卓夫



TAKUA KUBOUCHI

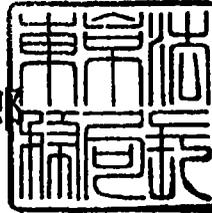
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成22年 7 月 27 日

東京法務局長

山 舗 弥 一 郎



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN

This public document

2. has been signed by TAKUA KUBOUCHI

3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau

4. bears the seal/stamp of TAKUA KUBOUCHI, Notary

Certified

5. at Tokyo

6. July 27, 2010

7. by the Ministry of Foreign Affairs

8 10- NO 020571

9 Seal/stamp:

10. Signature



K. Oyabe

Kazutoyo OYABE

For the Minister for Foreign Affairs

STATE OF TEXAS)
)
) SS:
COUNTY OF TARRANT)

On this, the 24th day of May, 2010, before me, a Notary Public in and for said County and State, personally appeared L. 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 May 24, 2010 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



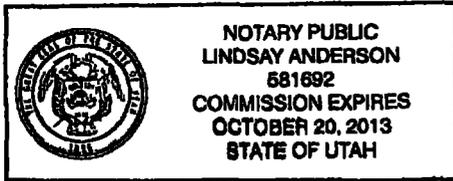
(Seal)

Beth K. Ventimiglia
Name: Beth K. Ventimiglia
Notary Public - State of Texas
My Commission Expires 6/12/2013
Residing in Forth Worth, Texas

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this, the 24th day of May, 2010, before me, a Notary Public in and for said County and State, personally appeared Michael Arsenault, who being by me duly sworn, says that (s)he is the Asst. Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on May 24, 2010 on behalf of said association 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 association.

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



(Seal)

Lindsay Anderson
Name: Lindsay Anderson
Notary Public
My Commission Expires:
Residing in _____



COUNTRY OF CANADA)
)
PROVINCE OF ONTARIO)

On this, the 28th day of July, 2010, before me, a Notary Public in and for said Country and Province, personally appeared Shaun Enright and Talal Kairouz, who being by me duly sworn, says that they are the Senior Asset Manager and Asset Manager respectively of Export Development Canada, that said instrument was signed on July 28, 2010 on behalf of said corporation by authority of its Board of Directors, and they 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.



William Doyle
Notary Public
My Commission does not expire

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: 9/8/10



Robert W. Alvord