

October 25, 2010

RECORDATION NO. 20326 -F  
FILED

OCT 26 '10 -7 30 AM

SURFACE TRANSPORTATION BOARD

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

Re: BNSF Railway Company (BNRR 1996-E)  
Termination Agreement

Dear Sir or Madam:

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 1996-E) dated as of October 25, 2010 (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 20326.

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: Seattle Locomotive Lease Co., Ltd  
c/o Babcock and Brown Aircraft  
Management LLC  
525 Market Street, 33rd Floor  
San Francisco, California 94105  
Attention: General Counsel

Chapman and Cutler LLP

Indenture Trustee: Wells Fargo Bank Northwest, National Association  
299 South Main Street  
MAC: U1228-120  
Salt Lake City, Utah 84111  
Attention: Corporate Trust Services  
(BNRR 1996-E)

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 20326, 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 1996-E).

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

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

**TERMINATION AGREEMENT  
(BNRR 1996-E)**

**SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AGREEMENT (BNRR 1996-E) (the "*Termination Agreement*") is dated as of October 25, 2010 among Seattle Locomotive Lease Co., Ltd., as lessor ("*Lessor*"), BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee ("*Lessee*") and Wells Fargo Bank Northwest, National Association (successor-in-interest to First Security Bank, National Association), as indenture trustee ("*Indenture Trustee*").

1. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNRR 1996-E) dated as of October 25, 1996 (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 October 24, 1996 at 2:20 P.M. under recordation number 20326 covering the locomotives described on Exhibit A attached hereto. 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 1996-E) dated as of October 25, 1996 (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 October 24, 1996 at 2:20 P.M. under recordation number 20326-A.

3. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNRR 1996-E) dated as of October 25, 1996 (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 October 24, 1996 at 2:20 P.M. under recordation number 20326-B.

4. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture Supplement No. 1 (BNRR 1996-E) dated October 25, 1996 (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 October 24, 1996 at 2:20 P.M. under recordation number 20326-C.

5. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNRR 1996-E) dated as of October 25, 1996 (as amended,

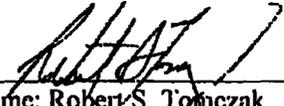
supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in certain railroad equipment. The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on October 24, 1996 at 2:25 P.M. under recordation number 20326-E.

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.

SEATTLE LOCOMOTIVE LEASE CO., LTD

By   
Name: Robert S Tomczak  
Title: Director

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

By \_\_\_\_\_  
Name:  
Title:

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor-in-interest to First  
Security Bank, National Association), 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.

SEATTLE LOCOMOTIVE LEASE CO., LTD.

By \_\_\_\_\_  
Name:  
Title:

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

By T. Bailey  
Name: TOM BAILEY  
Title: DIRECTOR FINANCE

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor-in-interest to First  
Security Bank, National Association), 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.

SEATTLE LOCOMOTIVE LEASE CO., LTD.

By \_\_\_\_\_  
Name:  
Title:

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

By \_\_\_\_\_  
Name:  
Title:

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

By Michael A. Arsenault  
Name: Michael Arsenault  
Title: Assistant Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Francisco

On Jan 27 2011 before me, Yeerius Stermer  
Date Here Insert Name and Title of the Officer

personally appeared Robert S. [unclear]  
Name(s) of Signer(s)

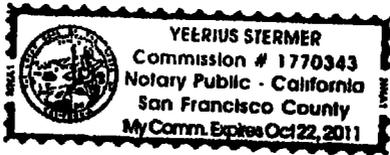
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above



**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document Commission Agreement

Document Date October 2011 Number of Pages 1

Signer(s) Other Than Named Above. \_\_\_\_\_

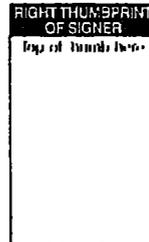
**Capacity(ies) Claimed by Signer(s)**

- Signer's Name \_\_\_\_\_
- Individual
  - Corporate Officer -- Title(s) \_\_\_\_\_
  - Partner -- Limited General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other \_\_\_\_\_



Signer is Representing \_\_\_\_\_

- Signer's Name \_\_\_\_\_
- Individual
  - Corporate Officer -- Title(s) \_\_\_\_\_
  - Partner -- Limited General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other \_\_\_\_\_



Signer is Representing \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_ day of October, 2010, 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 SEATTLE LOCOMOTIVE LEASE CO., LTD., that said instrument was signed on October \_\_\_, 2010 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 )  
 ) SS:  
COUNTY OF TARRANT )

On this, the 12<sup>th</sup> day of October, 2010, before me, a Notary Public in and for said County and State, personally appeared TOM BAILEY, who being by me duly sworn, says that he is the DIRECTOR FINANCE of BNSF RAILWAY COMPANY, that said instrument was signed on October 12, 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: 6/13/2012  
Residing in Forth Worth, Texas

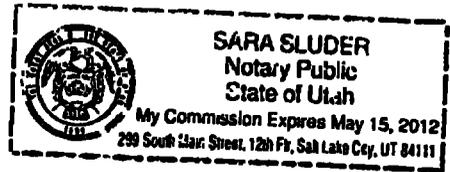
STATE OF UTAH            )  
                                  )  
                                  )        SS.:  
COUNTY OF SALT LAKE    )

On this, the 4<sup>th</sup> day of October, 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 October 4, 2010 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.

Sara Sluder  
Name: Sara Sluder  
Notary Public  
My Commission Expires: May 15, 2012  
Residing in Utah

(Seal)



## **DESCRIPTION OF EQUIPMENT**

<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>REPORTING MARKS</b>
General Electric Company Model Dash 9-44CW Diesel Electric Locomotives	21	BNSF 996 through BNSF 1012, inclusive; BNSF 1014 through BNSF 1017, inclusive

**EXHIBIT A**  
**(to Termination Agreement)**

**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:

10/26/10



\_\_\_\_\_  
Robert W. Alvord