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**SURFACE TRANSPORTATION BOARD**

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

September 29, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S W  
Washington, D C 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Trust Indenture and Security Agreement (BN 1994-J), dated as of September 29, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement (BN 1994-J) previously filed with the Board under Recordation Number 19101-I

The names and addresses of the parties to the enclosed document are

Indenture	
Trustee:	Wells Fargo Bank Northwest, N A 79 South Main Street Salt Lake City, UT 84111
Owner Trustee:	Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890

Chief  
Section of Administration  
September 29, 2011  
Page 2

A description of the railroad equipment covered by the enclosed document  
is

All railcars covered by the Memorandum of Trust Indenture and Security  
Agreement (BN 1994-J) previously filed with the Board under Recordation  
Number 19101-I

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

Termination of Trust Indenture and Security Agreement (BN 1994-J)

Also enclosed is a check in the amount of \$41.00 payable to the order  
of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem  
Enclosures

SEP 29 '11 4 35 PM

SURFACE TRANSPORTATION BOARD

**TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT  
(BN 1994-J)**

THIS TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT is made and entered into as of September 29, 2011 by and between Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as Owner Trustee ("*Owner Trustee*") and Wells Fargo Bank Northwest, National Association, a national banking association, as Indenture Trustee ("*Indenture Trustee*").

1. The Owner Trustee and Indenture Trustee have heretofore entered into that certain Trust and Indenture and Security Agreement (BN 1994-J) dated as of July 2, 2007 (as amended, supplemented or modified to date, the "*Indenture*") by which the Owner Trustee granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Owner Trustee's performance of its obligations as described in the Indenture. The Indenture (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 28, 2007 at 9:00 A.M. under recordation number 19101-I. Capitalized terms used herein without definition have the meanings assigned to them in the Indenture.

2. The Indenture Trustee acknowledges that on or prior to the date hereof all of the Equipment Notes issued pursuant to the Indenture have been paid in full and all of the obligations under the Indenture have been fully satisfied, complied with and performed. Accordingly, the Indenture is terminated effective as of the date hereof and the lien in and on the Equipment pursuant to the terms thereof is discharged and released.

3. At the sole cost and expense of the Trust Estate, the Indenture Trustee agrees to execute and deliver to the Owner Trustee appropriate instruments releasing all property subject to the Indenture from any liens arising from the Indenture, and the Indenture Trustee shall execute and deliver such instruments and will execute and deliver such other instruments or documents as may be reasonably requested by Owner Trustee to give effect to such release, and each of Owner Trustee and Indenture Trustee will cooperate, as provided in the Indenture, in effectuating the release and discharge of all security interests, liens, pledges, financing statements, encumbrances and mortgages, in each case with respect to the Indenture Estate, including, without limitation, the Units. Indenture Trustee hereby authorizes Owner Trustee to file (i) UCC termination statements with respect to any UCC financing statements filed by or on behalf of Indenture Trustee pursuant to the transactions contemplated by the Indenture, the Participation Agreement and the Equipment Lease, or any other agreement related thereto and (ii) any necessary filings to effectuate the release and extinguishment contemplated by this Termination of Trust Indenture and Security Agreement, including, without limitation, filings with the Surface Transportation Board and/or the Registrar General of Canada.

4. This Termination of Trust Indenture and Security Agreement shall neither impair nor terminate the rights and obligations of the parties under the Indenture which expressly survive this termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Trust Indenture and Security Agreement (BN 1994-J) to be duly executed by their respective officers duly authorized as of the date and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

By   
Name: Jose L. Paredes  
Title: Assistant Vice President

Executed on this 29th day of September, 2011.

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Indenture Trustee

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

Executed on this 29th day of September, 2011.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Trust Indenture and Security Agreement (BN 1994-J) to be duly executed by their respective officers duly authorized as of the date and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

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

Executed on this 29th day of September, 2011.

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Indenture Trustee

By Michael Arseneault  
Name: Michael Arseneault  
Title: Vice President

Executed on this 29th day of September, 2011.

STATE OF DELAWARE )

) SS.:

COUNTY OF NEW CASTLE )

On this, the 29 day of September, 2011, before me, a Notary Public in and for said County and State, personally appeared Jose L. Paredes, 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 September 29, 2011 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.



Patrick A. Kanar  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS.:

COUNTY OF \_\_\_\_\_ )

**PATRICK A. KANAR**  
Notary Public - State of Delaware  
My Comm. Expires April 6, 2012

On this, the \_\_\_ day of September, 2011, 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 \_\_\_\_\_ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on September 29, 2011 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.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF DELAWARE )

) SS.:

COUNTY OF NEW CASTLE )

On this, the \_\_\_ day of September, 2011, 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 \_\_\_\_\_ of WILMINGTON TRUST COMPANY, that said instrument was signed on September 29, 2011 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 \_\_\_\_\_

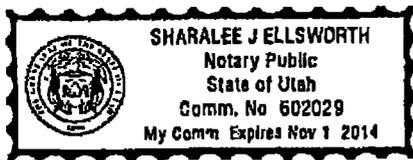
STATE OF UTAH )

) SS.:

COUNTY OF SALT LAKE )

On this, the \_\_\_ day of September, 2011, 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 Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on September 29, 2011 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.



*Sharalee J Ellsworth*  
\_\_\_\_\_  
Name: Sharalee J. Ellsworth  
Notary Public  
My Commission Expires: Nov. 01, 2014  
Residing in UTAH

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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 9/29/11

Edward M Luria  
Edward M Luria