



RECORDATION NO. 16132-E FILED

OCT 07 '11 -2 59 PM

SURFACE TRANSPORTATION BOARD

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October 7, 2011

**VIA E-FILING**

Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423  
Attention: Cynthia T. Brown, Chief of the Section of Administration

Dear Ms. Brown:

Enclosed for electronic filing and recordation with the Surface Transportation Board ("STB") pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of the Bill of Sale, Full Release and Termination dated October 3, 2011 (the "Termination") between U.S. Bank National Association, as successor-in-interest to Meridian Bank, National Association, not in its individual capacity but solely as Security Trustee ("Security Trustee"), and Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Trustee"), which Termination is a secondary document as defined in the STB's Rules for the Recordation of Documents. The enclosed Termination relates to the Trust Indenture and Security Agreement dated as of December 1, 1988 and related documents previously filed with the Interstate Commerce Commission (predecessor to the STB) and the STB under Recordation Number 16132.

The name and address of the parties to the enclosed Termination is:

Security Trustee: U.S. Bank National Association  
300 Delaware Avenue, 9th Floor  
Wilmington, Delaware 19801

Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed Termination is as follows: 210 high cube boxcars initially marked BN 376750 through BN 376959, and following casualties to certain of the boxcars, the remaining cars were remarked within the series BNSF 727922 through BNSF 728121, as further described on Schedule 1 to the Termination.



Ms. Cynthia T. Brown  
October 7, 2011  
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The required recordation fee of \$41.00 is being paid to the STB by charge to our firm account.

Kindly return a file-stamped copy of the Termination and this letter to Susan G. Lichtenfeld at DLA Piper LLP (US), 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

**Secondary Document to be Recorded**

Bill of Sale, Full Release and Termination dated October 3, 2011 between U.S. Bank National Association, as successor-in-interest to Meridian Bank, National Association, not in its individual capacity but solely as Security Trustee, and Wilmington Trust Company, not in its individual capacity but solely as Trustee.

**Documents to Which the Secondary Document Relates**

Trust Indenture and Security Agreement dated as of December 1, 1988 between Meridian Bank, National Association, not in its individual capacity but solely as Security Trustee, and Wilmington Trust Company, not in its individual capacity but solely as Trustee, which was duly filed with the Interstate Commerce Commission on December 30, 1988 and assigned recordation number 16132, and related documents filed with the Interstate Commerce Commission and the Surface Transportation Board under said recordation number.

Thank you for your attention to this request.

Very truly yours,

DLA Piper LLP (US)

  
Susan G. Lichtenfeld

Enclosure

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SURFACE TRANSPORTATION BOARD

**BILL OF SALE, FULL RELEASE AND TERMINATION**

U.S. Bank National Association, as successor-in-interest to Meridian Bank, National Association, not in its individual capacity but solely as security trustee, is the security trustee ("Security Trustee") under that certain Trust Indenture and Security Agreement dated as of December 1, 1988 ("Trust Indenture") to the Security Trustee from Wilmington Trust Company, not in its individual capacity but solely as trustee, as debtor ("Trustee"), which Trust Indenture was filed with the Interstate Commerce Commission on December 30, 1988 and assigned recordation number 16132;

Trustee is the lessor under that certain Equipment Lease dated as of December 1, 1988 ("Lease Agreement") between Trustee, as lessor, and Burlington Northern Railroad Company, as lessee ("Original Lessee"), which Lease Agreement was filed with the Interstate Commerce Commission on December 30, 1988 and assigned recordation number 16132-A;

Trustee is the trustee under that certain Trust Agreement dated as of December 1, 1988 (the "Trust Agreement") with First Chicago Leasing Corporation, as trustor ("Trustor").

The Lease Agreement was supplemented by Lease Supplement No. 1 dated as of May 25, 1990 ("Supplement") between Trustee, as lessor, and Original Lessee, which Supplement was filed with the Interstate Commerce Commission on June 28, 1990 and assigned recordation number 16132-B (the Lease Agreement as supplemented by the Supplement is hereinafter referred to as the "Lease");

On January 29, 1999, The Burlington Northern and Santa Fe Railway Company, successor by merger to the Original Lessee filed a Statement of Change in reporting Marks and Road Numbers dated January 26, 1999 ("Statement") with the Surface Transportation Board (successor to the Interstate Commerce Commission), which Statement was assigned recordation number 16132-C;

Trustor assigned to Citicorp Leasing, Inc. ("Assignee"), under that certain Assignment and Assumption Agreement dated as of August 31, 1999, all of Assignor's right, title and interest in certain railroad equipment and the documents described on Exhibit A and Exhibit B to that certain Memorandum of Assignment and Assumption Agreement dated as of August 31, 1999 ("Memorandum") between Trustor and Assignee, which Memorandum was filed with the Surface Transportation Board on November 17, 1999 and assigned recordation number 16132-D;

The debt obligations created under the leveraged lease financing to which the above described documents relate have been paid in full.

The Security Trustee hereby terminates, releases and discharges its security interest in the Collateral (as defined in the Trust Indenture), including without limitation its security interest in the equipment described on Schedule 1 hereto (the "Equipment") and the Lease, and terminates the Trust Indenture.

The Trustee hereby grants, bargains, sells, transfers, conveys, assigns and releases to Assignee and its successors and assigns all right, title and interest of Trustee in and the Equipment and all accessories, additions, improvements and replacements therein, "AS IS, WHERE IS" and without recourse or any representation or warranty of any kind whatsoever, whether written, oral, express or implied (including without limitation without any representation or warranty as the MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE of the Equipment), other than a warranty against any liens of the Trustee on the Equipment. The Trustee confirms and acknowledges that the Trust Agreement and the trust created thereby have terminated and are of no further force or effect.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, but all of such counterparts together shall constitute one and the same instrument.

Dated: October 3, 2011

U.S. BANK NATIONAL ASSOCIATION,  
as successor-in-interest to Meridian Bank,  
National Association, not in its individual  
capacity but solely as Security Trustee

By: Nicole Poole  
Name: Nicole Poole  
Title: Vice President

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

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

The Trustee hereby grants, bargains, sells, transfers, conveys, assigns and releases to Assignee and its successors and assigns all right, title and interest of Trustee in and the Equipment and all accessories, additions, improvements and replacements therein, "AS IS, WHERE IS" and without recourse or any representation or warranty of any kind whatsoever, whether written, oral, express or implied (including without limitation without any representation or warranty as the MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE of the Equipment), other than a warranty against any liens of the Trustee on the Equipment. The Trustee confirms and acknowledges that the Trust Agreement and the trust created thereby have terminated and are of no further force or effect.

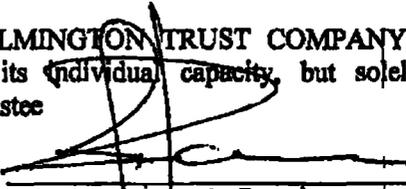
This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, but all of such counterparts together shall constitute one and the same instrument.

Dated: October 3, 2011

U.S. BANK NATIONAL ASSOCIATION,  
as successor-in-interest to Meridian Bank,  
National Association, not in its individual  
capacity but solely as Security Trustee

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

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

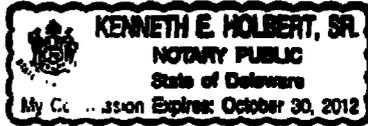
By:  \_\_\_\_\_  
Name: Jose L. Paredes  
Title: Assistant Vice President

State of Delaware )  
 ) ss:  
County of New Castle )

On the 5<sup>th</sup> day of October, 2011, before me personally appeared Nicole Poole to me known, who being by me duly sworn, says that (s)he is a Vice President of U.S. Bank National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

Kenneth E. Holbert, Sr. Notary Public

[Notarial Seal]  
My commission expires:



State of Delaware )  
 ) ss:  
County of New Castle )

On the 4 day of October, 2011, before me personally appeared JOSE PAREDES to me known, who being by me duly sworn, says that (s)he is a ASSIST. VICE PRESIDENT of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Patrick A. Kanar Notary Public

[Notarial Seal]  
My commission expires:

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



**SCHEDULE 1**

**EQUIPMENT**

210 high cube boxcars initially bearing the following road marks and numbers: BN 376750 through BN 376959, both inclusive.

Subsequent to the casualty of 10 of the boxcars, the remaining 200 boxcars were remarked and numbered as follows: BNSF 727922 through BNSF 728121, both inclusive.

Subsequent thereto, the following 10 additional boxcars were casualties:

<b>New Mark/Number</b>	<b>Old Mark/Number</b>
<b>BNSF 727956</b>	<b>BN 376786</b>
<b>BNSF 727959</b>	<b>BN 376789</b>
<b>BNSF 727987</b>	<b>BN 376818</b>
<b>BNSF 728005</b>	<b>BN 376838</b>
<b>BNSF 728041</b>	<b>BN 376874</b>
<b>BNSF 728042</b>	<b>BN 376875</b>
<b>BNSF 728078</b>	<b>BN 376913</b>
<b>BNSF 728090</b>	<b>BN 376926</b>
<b>BNSF 728099</b>	<b>BN 376936</b>
<b>BNSF 728119</b>	<b>BN 376857</b>