

Law Offices of

CHAPMAN AND CUTLER LLP

Theodore S Chapman
1877-1943
Henry B Cutler
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New York
Salt Lake City
San Francisco

September 29, 2009

RECORDATION NO. 20735-H FILED

Ms. Anne K. Quinlan
Acting Secretary
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

SEP 30 '09 -9 15 AM

SURFACE TRANSPORTATION BOARD

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

Dear Ms. Quinlan:

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-D) dated as of September 29, 2009, 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 20735.

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/Borrower:	Dia Canyon Ltd. c/o Mitsubishi UFJ Lease & Finance Company Limited 5-1, Marunouchi, 1-chome, Chiyoda-ku, Tokyo 100-6525 Japan Attention: General Manager, Structured Finance Department
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-D)

Law Offices of
CHAPMAN AND CUTLER LLP

Agent: KfW
Palmengartenstrasse 5-9
60325 Frankfurt am Main, Germany
Attention: X4b3

Assignee: The Bank of Tokyo-Mitsubishi UFJ, Ltd.
1251 Avenue of the Americas
Suite C3-06
New York, New York 10020-1104

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 20735, 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-D).

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

Law Offices of
CHAPMAN AND CUTLER LLP

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

SEP 30 '09 -9 15 AM

**RELEASE, DISCHARGE AND TERMINATION AGREEMENT
(BNSF 1997-D)****SURFACE TRANSPORTATION BOARD**

THIS RELEASE, DISCHARGE AND TERMINATION AGREEMENT (BNSF 1997-D) (this "Agreement") is dated as of September 29, 2009 among Dia Canyon Ltd., 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"), KfW (also known as Kreditanstalt für Wiederaufbau) ("KfW"), as agent ("Agent") and as lender ("Lender"), and The Bank of Tokyo-Mitsubishi UFJ, Ltd. (formerly The Bank of Tokyo-Mitsubishi, Ltd.), as assignee ("Assignee").

RECITALS

A. The Lessor, the Lessee, BN Leasing Corporation ("Seller"), KfW, as agent and as lender and the Security Trustee have heretofore entered into that certain Participation Agreement (BNSF 1997-D) dated June 6, 1997 (as amended, supplemented or modified to date, the "Participation Agreement").

B. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNSF 1997-D) dated June 6, 1997 (as amended, supplemented or modified to date, the "Lease") by which the Lessor has leased to Lessee seventeen (17) General Motors Corporation (Electro-Motive Division) Model SD70M-AC Diesel Electric Locomotives bearing reporting marks and road numbers BNSF 9803 through BNSF 9819, inclusive and seven (7) General Electric Company Dash 9-44CW Diesel Electric Locomotives bearing reporting marks and road numbers BNSF 700 through BNSF 706, inclusive (the "Equipment"). The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 26, 1997 at 2:25 P.M. under recordation number 20735.

C. The Lessor and KfW, as lender and as agent, have heretofore entered into that certain Loan Agreement (BNSF 1997-D) dated June 6, 1997 (as amended, supplemented and modified to date, the "Loan Agreement") by which the Lender agreed to make a loan available to partially fund the purchase of the Equipment.

D. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage and Security Agreement (BNSF 1997-D) dated June 6, 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 June 26, 1997 at 2:25 P M under recordation number 20735-A.

E. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNSF 1997-D) dated June 27, 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 June 26, 1997 at 2:25 P.M. under recordation number 20735-B.

F. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage Supplement No. 1 (BNSF 1997-D) dated June 27, 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 June 26, 1997 at 2:25 P.M. under recordation number 20735-C.

G. The Borrower and the Assignee have heretofore entered into that certain Yen Assignment Agreement (BNSF 1997-D) dated June 27, 1997 (as amended, supplemented and modified to date, the "*Yen Assignment Agreement*") by which the Borrower assigned to the Assignee certain of its rights as described therein and pursuant to which the Assignee issued that certain standby Letter of Credit No. S010821 in favor of the Borrower (the "*Letter of Credit*"). The Yen Assignment Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 26, 1997 at 2:25 P.M. under recordation number 20735-F.

H. The Borrower and the Agent have heretofore entered into that certain Dollar Account Pledge Agreement (BNSF 1997-D) dated June 6, 1997 (as amended, supplemented and modified to date, the "*Dollar Account Pledge Agreement*") by which the Borrower pledged, assigned and granted to the Agent a security interest in all of the Borrower's right, title and interest in and to the Dollar Account (other than in respect of Excepted Interests) described in the Dollar Account Pledge Agreement. The Dollar Account Pledge Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 26, 1997 at 2.25 P.M. under recordation number 20735-E.

I. The Lessor and the Lessee have heretofore entered into that certain Pledge and Assignment Agreement (BNSF 1997-D) dated June 27, 1997 (as amended, supplemented and modified to date, the "*Pledge Agreement*") by which the Lessee irrevocably and unconditionally pledged, assigned and granted to the Lessor a first priority security interest in, all of the Lessee's right, title and interest in and to the Yen Deposit Agreement (as defined in the Participation Agreement) in order to secure the due and punctual payment and performance by the Lessee to and in favor of the Lessor of the Lessee Obligations (as defined therein).

J. The Seller and the Lessor have heretofore entered into that certain Assignment of Warranties (BNSF 1997-D) dated June 27, 1997 (as amended, supplemented and modified to date, the "*Assignment of Warranties*") by which the Seller has sold, assigned, transferred and set over unto the Lessor all the Seller's right, title and interest in and to all warranties or representations of the manufacturers with respect to the Equipment made or given to the Seller.

K. Mitsubishi UFJ Lease & Finance Company Limited (formerly known as Diamond Lease Company Limited) ("*Parent*") has issued a certain parent letter dated June 6, 1997 to the Lessee ("*Parent Letter*").

L. The Parent has issued a certain parent agreement dated June 6, 1997 to the Agent ("*Parent Agreement*").

M. The Lessee, the Lessor and Union Bank, N.A. (as successor-in-interest to Bank of Tokyo-Mitsubishi Trust Company) ("*Custodian*") have heretofore entered into that certain Custodian Agreement dated June 6, 1997 (as amended, supplemented and modified to date, the "*Custodian Assignment*") by which the Lessee appointed the Custodian as its agent for the purpose of holding all Forms (as defined therein).

N. The Lessor and the Security Trustee have heretofore entered into that certain Memorandum of Lease Assignment (BNSF 1997-D) dated June 27, 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 June 26, 1997 at 2:25 P.M. under recordation number 20735-D.

O. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNSF 1997-D) dated June 6, 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 June 26, 1997 at 2:20 P.M. under recordation number 20735-G.

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 Participation Agreement, the Lease, the Loan Agreement, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Yen Assignment Agreement, the Dollar Account Pledge Agreement, the Pledge Agreement, the Assignment of Warranties, the Parent Letter, the Parent Agreement, the Lease Assignment and the Lessor Security Agreement is terminated 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.

Section 3.3. Letter of Credit. The Borrower hereby irrevocably and unconditionally requests that the Letter of Credit be terminated effective on October 14, 2009. Concurrently with the termination of the Letter of Credit, the Borrower shall return the original Letter of Credit to the Assignee.

Section 3.4. Pledge Agreement. Concurrent with the transfer of the Equipment by the Lessor to the Lessee, the Lessor hereby irrevocably and unconditionally (i) releases any and all assigned rights which may be subsisting from the security constituted by the Pledge Agreement and any other security interests granted to the Lessor under the Pledge Agreement, (ii) re-assigns all of its right, title and interest in, to and over such assigned rights to and in favor of the Lessee, and (iii) releases and discharges the Lessee from all of its obligations and liabilities under the Pledge Agreement. The Lessee hereby accepts the re-assignment referred to above.

Section 3.5. Dollar Account Pledge Agreement. The Agent, for and on behalf of itself and the Lender, hereby agrees and acknowledges that as of the date hereof, the Secured Obligations (as defined in Section 2.1 of the Dollar Account Pledge Agreement) shall have been fully and finally paid, performed, discharged and satisfied, and with effect immediately thereupon (automatically and without need for any further action) the Agent hereby irrevocably and unconditionally (i) releases and discharges the Pledged Collateral (as defined in the Dollar Account Pledge Agreement) from the security constituted by the Dollar Account Pledge Agreement in the form of a pledge (*shichiken*) with the intent that the same shall henceforth be held free and discharged from such pledge and from all claims under the Dollar Account Pledge Agreement, (ii) releases and discharges the Lessor from all its obligations and liabilities under the Dollar Account Pledge Agreement, without prejudice to those obligations and liabilities which are expressed to survive any termination of the Dollar Account Pledge Agreement or otherwise be of a continuing nature, (iii) accepts the revocation of the power of attorney referred to in Section 4 (*Appointment of Attorney: Change of Agent*) of the Dollar Account Pledge Agreement, (iv) covenants that it will from time to time at the reasonable request of the Lessor and at no cost to itself, execute, sign, perfect, do and (if required) file, record and register every further deed, assurance, agreement, instrument, act and thing which may be required for the purposes of effecting and/or perfecting the releases and discharges contemplated by this Section 3.5, including obtaining from The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Tokyo (as successor to The Bank of Tokyo-Mitsubishi, Ltd., Tokyo Head Office) as account bank an original signed counterpart of the acknowledgement substantially in the form of

Schedule 1 hereto as soon as possible after receipt of the notice from the Agent and the Lessor substantially in the form of Schedule 1 hereto. The Lessor hereby revokes the power of attorney referred to in Section 4 (*Appointment of Attorney: Change of Agent*) of the Dollar Account Pledge Agreement.

Section 3.6. Assignment of Warranties. The Lessor hereby irrevocably and unconditionally (i) releases any and all assigned rights or warranties which may be subsisting from the Assignment of Warranties, (ii) assigns all of its right, title and interest in, to and over such assigned warranties and representations to and in favor of the Lessee, and (iii) releases and discharges the Seller from all of its obligations and liabilities under the Assignment of Warranties. The Lessee hereby accepts the assignment contained in this Section 3.6.

4. NOTICE

For the purposes of Section 9 of the Custodian Agreement, the Lessor and the Lessee shall, promptly following the date hereof, give notice to the Custodian of the termination of the leasing of the Equipment hereunder in the form of Schedule 2 hereto.

5. SURVIVAL.

This Agreement shall neither impair nor terminate the rights and obligations of the parties under the Participation Agreement, the Lease, the Loan Agreement, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Yen Assignment Agreement, the Dollar Account Pledge Agreement, the Pledge Agreement, the Assignment of Warranties, the Parent Letter, the Parent Agreement, the Lease Assignment and the Lessor Security Agreement, as applicable, which are expressed to survive any termination or otherwise be of a continuing nature

6. 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.

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.

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.

DIA CANYON LTD.

By 

Name:

Title:

**TOMOKO SEKIYA
ATTORNEY-IN-FACT**

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:

KFW IPEX-BANK GMBH acting on behalf of
KFW (also known as Kreditanstalt für
Wiederaufbau), as Agent

By _____

Name:

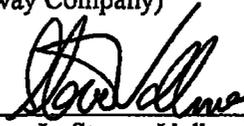
Title:

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

DIA CANYON LTD.

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

KFW IPEX-BANK GMBH acting on behalf of
KFW (also known as Kreditanstalt für
Wiederaufbau), as Agent

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

DIA CANYON LTD

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:

KFW IPEX-BANK GMBH acting on behalf of
KFW (also known as Kreditanstalt für
Wiederaufbau), as Agent

By  _____
Name: *Andreas Klocke*
Title: *First Vice President*

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.
(formerly The Bank of Tokyo-Mitsubishi,
Ltd.)

By  _____

Name:

Title: MARK R. MARRON
Authorized Signatory

KYOBASHI NOTARY OFFICE

1-10KYOBASHI 1-CHOME, CHUO-KU, PHONE:81-03-3271-4677
TOKYO 104-0031, JAPAN FAX: 81-03-3271-3606

Registered No. 452

NOTARIAL CERTIFICATE

I, the undersigned NOTARY, do hereby certify that Ms. Tomoko SEKIYA, Attorney at Law of White & Case LLP, who has a power of attorney, being duly authorized to execute and deliver the foregoing instrument ("RELEASE, DISCHARGE AND TERMINATION AGREEMENT (BNSF 1997-D)") for and on behalf of DIA CANYON LTD., being legally established and existing under the laws of Japan and having its registered office at 5-1, Marunouchi 1-chome, Chiyoda-ku, Tokyo, Japan has executed in my very presence the foregoing instrument

Dated this 18th day of September, 2009



Shigeo Ikeda

Shigeo IKEDA NOTARY

TOKYO LEGAL AFFAIRS BUREAU

My commission expires. January 22nd, 2013



認 証

囑託人・ダイヤキャニオン有限公司 (DIA CANYON LTD. 本店：日本国東京都千代田区丸の内1丁目5番1号) の権限ある代理人 外国法事務弁護士 関屋 智子 (Ms. Tomoko SEKIYA ホワイト&ケース外国法事務弁護士事務所アソシエイト) は、本公証人の面前において、添付書面「リリース、解除及び解約契約書 (RELEASE, DISCHARGE AND TERMINATION AGREEMENT(BNSF 1997-D))」に署名した。

よって、これを認証する。

平成21年 9 月 18 日、本公証人役場において

東京都中央区京橋一丁目1番10号
東京法務局所属

公 証 人
Notary

池田 公和
Shigeo IKEDA



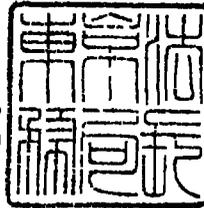
証 明

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21年 9 月 18 日

東京法務局長

山 鋪 弥 一 郎



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country. JAPAN
This public document
- 2. has been signed by Shigeo IKEDA
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4 bears the seal/stamp of Shigeo IKEDA, Notary

Certified

- 5 at Tokyo 6 SEP 18, 2009
- 7. by the Ministry of Foreign Affairs
- 8. 09-NO 012196
- 9. Seal/stamp
- 10 Signature



Kazutoyo Oyabe

Kazutoyo OYABE

For the Minister for Foreign Affairs

I, the undersigned NOTARY, do hereby certify that Mr. Masafumi IGARASHI of White & Case Law Offices, by power of attorney, being duly authorized to execute and deliver the foregoing instrument ("RELEASE, DISCHARGE AND TERMINATION AGREEMENT") for and on behalf of the DIA CANYON LTD., being legally established and existing under the laws of Japan and having its registered office at 5-1, Marunouchi, 1-chome, Chiyoda-ku, Tokyo, Japan has executed in my very presence the foregoing instrument.

Dated this ___ day of _____, 2009.

Notary

Tokyo Legal Affairs Bureau, Japan

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this, the 16th day of September, 2009, 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 September 16, 2009 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)

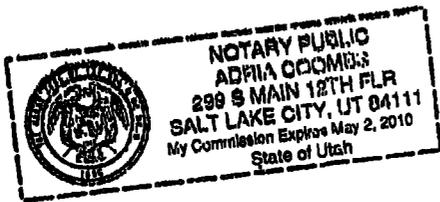
Beth K. Ventimiglia

Name: Beth K. Ventimiglia
Notary Public - State of Texas
My Commission Expires: June 13, 2012
Residing in Forth Worth, Texas

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

On this, the 15th day of September, 2009, 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 September 15, 2009 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)

Adria Coombs
Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

STATE OF _____)
)
) SS:
COUNTY OF _____)

On this, the ___ day of September, 2009, 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 KFW IPEX-BANK GMBH acting on behalf of KFW (also known as Kreditanstalt für Wiederaufbau), that said instrument was signed on September ___, 2009 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.

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

(Seal)

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

On this, the ___ day of September, 2009, 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 ___, 2009 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 _____

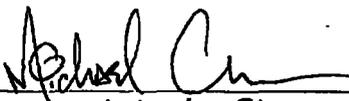
(Seal)

STATE OF New York)
) SS.
COUNTY OF New York)

On this, the 16th day of September, 2009, before me, a Notary Public in and for said County and State, personally appeared Andreas Klöckner, who being by me duly sworn, says that (s)he is the First Vice President of KFW IPEX-BANK GMBH acting on behalf of KFW (also known as Kreditanstalt für Wiederaufbau), that said instrument was signed on September 16, 2009 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

MICHAEL CHAN
Notary Public, State of New York
No. 01CH6120938
Qualified in Queens County
Commission Expires January 3, 2013
Certificate filed in New York County



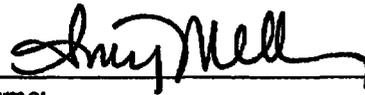
Name: Michael Chan
Notary Public
My Commission Expires. January 3, 2013
Residing in 41-72 Judge St. Apt. 6B, Elmhurst, NY 11373

(Seal)

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

On this, the 14 day of September, 2009, before me, a Notary Public in and for said County and State, personally appeared Mark Marron, who being by me duly sworn, says that he is the Authorized Signatory of THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. (formerly The Bank of Tokyo-Mitsubishi, Ltd.), that said instrument was signed on September 14, 2009 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.



Name:
Notary Public
My Commission Expires:
Residing in _____

(Seal)

AMY MELLON
Notary Public, State of New York
No. 02ME6186904
Qualified in New York County
Commission Expires May 12, 2012

SCHEDULE 1

FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM THE ACCOUNT BANK

_____ 2009

To: **THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., HEAD OFFICE, TOKYO** (as successor to The Bank of Tokyo-Mitsubishi, Ltd., Tokyo Head Office), as account bank (the "*Account Bank*")

Dear Sirs

A Dollar Account Pledge Agreement (BNSF 1997-D) dated June 6, 1997 between KFW (the "*Agent*") and Dia Canyon Ltd. as pledgor (the "*Borrower*") (the "*Dollar Account Pledge Agreement*")

Pursuant to the provisions of the Dollar Account Pledge Agreement, the Borrower created a security interest in the form of a pledge (*shichiken*) (the "*Pledge*") over the Dollar Account in the name of the Borrower held with the Account Bank account number 0746500 (the "*Pledged Account*"), in favor of the Agent.

Unless otherwise defined herein, all terms used in this notice and in the acknowledgement shall have the same meanings as defined in the Dollar Account Pledge Agreement (whether by reference to another document or otherwise).

We hereby inform you, as Account Bank, that pursuant to the terms of a release, discharge and termination agreement dated as of 29 September 2009, the Agent has released the Borrower from all its obligations under the Dollar Account Pledge Agreement.

Please acknowledge receipt of this notification by signing and returning the enclosed copy of this letter, by way of your irrevocable agreement that you will, upon receipt of this notice, follow instructions only from the Borrower with respect to the Pledged Account and the Collateral.

Yours faithfully

As Borrower:

DIA CANYON LTD., as Borrower

By: _____

Title: _____

Date: _____

**KfW IPEX-BANK GMBH acting on behalf
of KfW (also known as Kreditanstalt für
Wiederaufbau)**

By: _____

Title: _____

Date: _____

We hereby acknowledge receipt of this notice dated as of _____ and hereby confirm that from this date we will accept instructions only from the Borrower with respect to the Pledged Account and the Collateral.

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., HEAD OFFICE, TOKYO
as Account Bank

By: _____

Title: _____

Date: _____

SCHEDULE 2

FORM OF NOTICE TO THE CUSTODIAN

_____ 2009

To: Union Bank, N.A. (as successor-in-interest to Bank of Tokyo-Mitsubishi Trust Company)
as the Custodian

Dear Sirs

Custodian Agreement made as of June 6, 1997 among BNSF Railway Company (formerly known as The Burlington Northern and Santa Fe Railway Company), Dia Canyon Ltd. and Union Bank, N.A. (as successor-in-interest to Bank of Tokyo-Mitsubishi Trust Company) (the "*Custodian Agreement*")

For the purposes of Section 9 of the Custodian Agreement, we confirm that the Lease (as defined therein) was terminated as of 29 September 2009. Accordingly, the Custodian Agreement shall remain in effect until 31 December 2013.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Yours faithfully

**BNSF RAILWAY COMPANY (formerly known as THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY)**

for and on behalf of
DIA CANYON LTD.

for and on behalf of
BNSF RAILWAY COMPANY

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: 9/30/09



Robert W. Alvord