

June 1, 2012

RECORDATION NO. 21484-G FILED
June 4, 2012 8:00 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 (BNSF 1998-D)
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 (BNSF 1998-D) dated June 1, 2012 (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 21484.

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:	NBB Glendive Lease Co., Ltd. c/o BBAM LLC 50 California Street, 14th Floor San Francisco, California 94111 Attention: General Counsel
Security Trustee:	Wells Fargo Bank Northwest, National Association 260 North Charles Lindbergh Drive MAC: U1240-026 Salt Lake City, Utah 84116 Attention: Corporate Trust Services (BNSF 1998-D)

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1978790

Chapman and Cutler LLP

Agent: Export Development Canada
150 Slater
Ottawa Ontario K1A 1K3
Canada

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 21484, as such documents may have been supplemented, modified or amended.

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

Termination Agreement (BNSF 1998-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:

Ed Luria, 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
(BNSF 1998-D)**

THIS TERMINATION AGREEMENT (BNSF 1998-D) (the "*Termination Agreement*") is dated June 1, 2012 among NBB Glendive Lease Co., 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-in-interest 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 1998-D) dated June 1, 1998 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee the railroad equipment described on Schedule A hereto (the "*Equipment*"). The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 26, 1998 at 10:55 A.M. under recordation number 21484.

B. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage and Security Agreement (BNSF 1998-D) dated June 1, 1998 (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, 1998 at 10:55 A.M. under recordation number 21484-A.

C. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNSF 1998-D) dated June 29, 1998 (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, 1998 at 10:55 A.M. under recordation number 21484-B.

D. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage Supplement No. 1 (BNSF 1998-D) dated June 29, 1998 (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 Lessor'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, 1998 at 10:55 A.M. under recordation number 21484-C.

E. The Borrower and the Security Trustee have heretofore entered into that certain Memorandum of Lease Assignment (BNSF 1998-D) dated June 29, 1998 (as amended, supplemented and modified to date, the "*Lease Assignment*") by which the Borrower 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, 1998 at 10:55 A.M. under recordation number 21484-D.

F. The Borrower and the Agent have heretofore entered into that certain Dollar Account Pledge Agreement (BNSF 1998-D) dated June 1, 1998 (as amended, supplemented and modified to date, the "*Pledge Agreement*") by which the Borrower pledged, assigned and granted to the Agent a security interest in all of Borrower's right, title and interest in and to the Dollar Account (other than in respect of Excepted Interests) described in the Pledge Agreement. The Pledge Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 26, 1998 at 10:55 A.M. under recordation number 21484-E.

G. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNSF 1998-D) dated June 1, 1998 (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, 1998 at 11:00 A.M. under recordation number 21484-F.

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, the Pledge Agreement and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the Equipment subject thereto.

3. SURVIVAL.

This Termination 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, the Pledge Agreement or the Lessor Security Agreement, as applicable, which expressly survive this termination.

4. 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.

5. 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 Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB GLENDIVE LEASE CO., LTD.

By 
Name: Robert S. Tomczak
Title: Attorney-in-Fact

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

By _____
Name: Todd J. Bailey
Title: Director-Finance

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

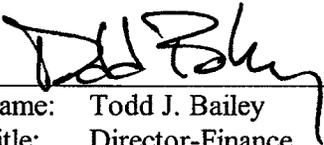
By _____
Name:
Title:

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.

NBB GLENDIVE LEASE CO., LTD.

By _____
Name:
Title:

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

By  _____
Name: Todd J. Bailey
Title: Director-Finance

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

NBB GLENDIVE LEASE CO., LTD.

By _____
Name:
Title:

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

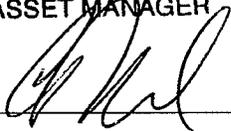
By _____
Name: Todd J. Bailey
Title: Director-Finance

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

By  _____
Name: Alan Doty
Title: Assistant Vice President

EXPORT DEVELOPMENT CANADA (FORMERLY
KNOWN AS EXPORT DEVELOPMENT
CORPORATION)

By 
Name: **TREVOR MULLIGAN**
Title: **ASSET MANAGER**

By 
Name: **CHRISTOPHER WILSON**
Title: **ASSET MANAGER**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

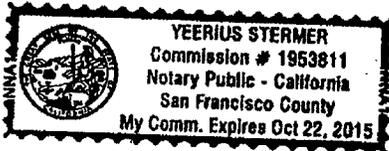
State of California

County of San Francisco }

On June 1, 2012 before me, Yeerius Stermer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert S. Tomczak
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 [Handwritten 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: Termination Agreement BNSF 1998-D

Document Date: 6/1/2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

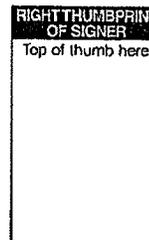
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: NBB Glendive Chase Co LLC

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 May, 2012, 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 NBB GLENDIVE LEASE CO., LTD., that said instrument was signed on May ___, 2012 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 11th day of May, 2012, before me, a Notary Public in and for said County and State, personally appeared Todd J. Bailey, who being by me duly sworn, says that he is the Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on May 11, 2012 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.

Marla Ann Gibson
Name: Marla Ann Gibson
Notary Public - State of Texas
My Commission Expires: 3-5-16
Residing in Forth Worth, Texas

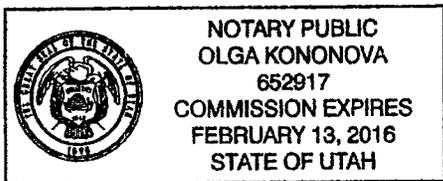
(Seal)



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

On this, the 7th day of May, 2012, before me, a Notary Public in and for said County and State, personally appeared Alan Doty, who being by me duly sworn, says that (s)he is the Assistant Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on May 9, 2012 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.



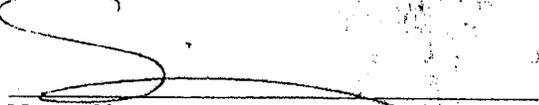
A handwritten signature in black ink, appearing to read "Olga Kononova", written over a horizontal line.

Name: Olga Kononova
Notary Public
My Commission Expires: February 13, 2016
Residing in: Salt Lake City, Utah

CITY OF OTTAWA)
)
PROVINCE OF ONTARIO)
) SS:
CANADA)

On this, the 31st day of May, 2012, before me, a Notary Public in and for the Province of Ontario, personally appeared Trevor Mulligan and Christopher Wilson, who being by me duly sworn, said that they are each an Asset Manager of EXPORT DEVELOPMENT CANADA, that said instrument was signed on May 23, 2012 on behalf of said corporation by the above-named individuals who are both authorized to execute the attached document, 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.


Name: Shannon Heather Miller
Notary Public
My Commission Does Not Expire
Residing in Ottawa, Ontario, Canada

(Seal)

DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	REPORTING MARKS
General Motors Corporation (Electro-Motive Division) Model SD70M-AC Diesel Electric Locomotives	16	BNSF 9874 through BNSF 9881, inclusive BNSF 9943 through BNSF 9950, inclusive

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: 6/4/12

Edward M Luria
Edward M. Luria