

October 25, 2010

RECORDATION NO. 20325-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-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 (BNRR 1996-D) 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 20325.

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: Bellingham 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-D)

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 20325, 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-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

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

OCT 26 '10 -> 3 0 AM

**TERMINATION AGREEMENT
(BNRR 1996-D)****SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AGREEMENT (BNRR 1996-D) (the "*Termination Agreement*") is dated as of October 25, 2010 among Bellingham 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-D) 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 2:15 P.M. under recordation number 20325 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-D) 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 2:15 P.M. under recordation number 20325-A.

3. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNRR 1996-D) 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 2:15 P.M. under recordation number 20325-B.

4. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture Supplement No. 1 (BNRR 1996-D) 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 2:15 P.M. under recordation number 20325-C.

5. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNRR 1996-D) 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 2:20 P.M. under recordation number 20325-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.

BELLINGHAM 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

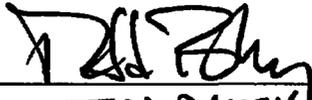
By _____
Name:
Title:

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.

BELLINGHAM LOCOMOTIVE LEASE CO., LTD.

By _____
Name:
Title:

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

By  _____
Name: TODD 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:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On October 25 2010 before me,

Yeerius Stiermer, Notary Public
Name, Print Name and Title of the Officer

personally appeared

Rebel

Rebel
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

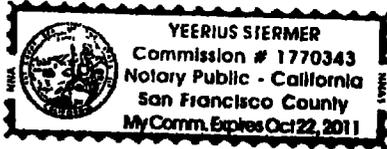
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature

Yeerius Stiermer
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

Initiation Agreement between [unclear] and [unclear]

Document Date

October 25, 2010

Number of Pages

4

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing

Signer's Name

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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 BELLINGHAM 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.

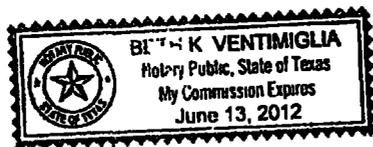
Name:
Notary Public
My Commission Expires:
Residing in _____

(Seal)

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this, the 12th day of October, 2010, before me, a Notary Public in and for said County and State, personally appeared TODD 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.



Beth K. Ventimiglia
Name: Beth K. Ventimiglia
Notary Public – State of Texas
My Commission Expires: 6/13/2012
Residing in Forth Worth, Texas

(Seal)

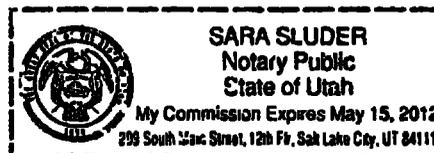
STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS.:

On this, the 4th 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

EQUIPMENT	QUANTITY	REPORTING MARKS
General Electric Company Model Dash 9-44CW Diesel Electric Locomotives	21	BNSF 960, BNSF 976 through BNSF 995, 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