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June 28, 2016

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 Release, Discharge and Termination Agreement, dated as of June 28, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and termination and relates to the Lease Agreement and Memorandum of Mortgage previously filed with the Board under Recordation Numbers 22206 and 22206-A.

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

Mortgagor: Wells Fargo Bank Northwest, N.A. (successor to First Security Bank, National Association)
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Lessor: FARUS Verwaltungsgesellschaft mbH & Co.
UnsoldstraBe 2
80538 Munchen
Germany

Chief, Section of Administration
June 28, 2016
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Lessee: BNSF Railway Company (formerly known as
The Burlington Northern and Santa Fe Railway
Company)
2650 Lou Menk Drive
Fort Worth Texas 76131

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

18 GMC SD70M-AC diesel electric locomotives, marked and numbered
BNSF 8800-8814 inclusive; 9997-9999 inclusive.

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

Release, Discharge and Termination Agreement.

Also enclosed is a check in the amount of \$43.00 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/bhs
Enclosures

EXECUTION COPY

**RELEASE, DISCHARGE AND TERMINATION AGREEMENT
(BNSF 1999 A-1)**

THIS RELEASE, DISCHARGE AND TERMINATION AGREEMENT (BNSF 1999 A-1) (this "Agreement") is dated as of June 28, 2016 among FARUS Verwaltungsgesellschaft mbH & Co. Vermietungs KG, as lessor or mortgagor ("Lessor" or "Mortgagor"), BNSF Railway Company (formerly known as The Burlington Northern and Santa Fe Railway Company), as lessee ("Lessee" or "Company"), and Wells Fargo Bank Northwest, National Association (successor to First Security Bank, National Association), as security trustee ("Security Trustee").

RECITALS

A. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNSF 1999 A-1) dated June 16, 1999 (as amended, supplemented or modified to date, the "Lease") by which the Lessor has leased to Lessee eighteen (18) General Motors Corporation (Electro-Motive Division) Model SD70M-AC Diesel Electric Locomotives bearing reporting marks and road numbers BNSF 8800 through BNSF 8814, inclusive; and BNSF 9997 through BNSF 9999, inclusive (the "Equipment"). The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 25, 1999 at 10:45 A.M. under recordation number 22206.

B. The Mortgagor, the Company and the Security Trustee have heretofore entered into that certain First Mortgage (BNSF 1999 A-1) dated June 28, 1999 (as amended, supplemented and modified to date, the "First Mortgage") by which each of the Mortgagor and the Company granted a security interest in the Equipment to the Security Trustee in order to secure the performance of their respective obligations as described in the First Mortgage. The First Mortgage (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 25, 1999 at 10:45 A.M. under recordation number 22206-A.

C. The Company and the Security Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (BNSF 1999 A-1) dated as of June 28, 1999 (as amended, supplemented or modified to date, the "Indenture") by which the Company granted a security interest in the Equipment to the Security Trustee in order to secure the Company'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 25, 1999 at 10:45 A.M. under recordation number 22206-B.

D. The Company has heretofore entered into that certain Trust Indenture and Security Agreement Supplement No. 1 (BNSF 1999 A-1) dated June 28, 1999 (as amended, supplemented and modified to date, the "Indenture Supplement") relating to the Indenture and extending the Company's grant of a security interest therein to the Equipment in order to secure the Company's performance of its obligations as described in the Indenture. The Indenture Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 25, 1999 at 10:45 A.M. under recordation number 22206-C.

E. The Lessor, the Lessee and the Security Trustee have heretofore entered into that certain Lessor Security Agreement (BNSF 1999 A-1) dated June 16, 1999 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which each of the Security Trustee and the Lessee undertook certain obligations to the Lessor relating to the Equipment in order to secure the performance of certain obligations of the Lessee as described in the Lessor Security Agreement. The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 25, 1999 at 10:45 A.M. under recordation number 22206-D.

F. The Lessor and the Lessee have heretofore entered into that certain Lessee Mortgage Agreement (BNSF 1999 A-1) dated as of June 28, 1999 (as amended, supplemented and modified to date, the "*Lessee Mortgage Agreement*") by which the Lessor granted a security interest in the Equipment to the Lessee in order to secure the Lessor's performance of its obligations as described in the Lessee Mortgage Agreement. The Lessee Mortgage Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on June 25, 1999 at 10:45 A.M. under recordation number 22206-E.

G. Pursuant to and in accordance with the terms of Section 15(b) of the Lease, the Lessor has exercised its option to require the Lessee to purchase the Equipment on the Expiry Date (June 28, 2016) for the Minimum Amount.

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 First Mortgage, the Indenture, the Indenture Supplement, the Lessor Security Agreement and the Lessee Mortgage Agreement is terminated, in each case, in accordance with its terms effective as of the date hereof.

3. RELEASE AND DISCHARGE.

Section 3.1. First Mortgage. The Security Trustee hereby irrevocably and unconditionally releases and discharges (i) the Mortgaged Property (as defined in the First Mortgage) from the Lien of the First Mortgage and (ii) each of the Mortgagor and the Company from all its obligations and liabilities under the First Mortgage.

Section 3.2. Indenture. The Security Trustee hereby irrevocably and unconditionally releases and discharges (i) the Collateral (as defined in the Indenture) from the Lien of the

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Indenture (as modified by the Indenture Supplement) and (ii) the Company from all its obligations and liabilities under the Indenture (as modified by the Indenture Supplement).

Section 3.3. Lessor Security Agreement. The Lessor hereby irrevocably and unconditionally releases and discharges (i) the security provided to the Lessor (as described in Clause 2 (*Security in Favour of the Lessor*) of the Lessor Security Agreement) from the Lien of the Lessor Security Agreement and (ii) each of the Security Trustee and the Lessee from all its obligations and liabilities under the Lessor Security Agreement.

Section 3.4. Lessee Mortgage Agreement. The Lessee hereby irrevocably and unconditionally (i) releases and discharges the LM Collateral (as defined in Section 2 (*Grant of Security Interest*) of the Lessee Mortgage Agreement) from the Lien of the Lessee Mortgage Agreement, (ii) re-assigns to and in favor of the Lessor all of its right, title and interest in and to the LM Collateral, and (iii) releases and discharges the Lessor from all its obligations and liabilities under the Lessee Mortgage Agreement. The Lessor hereby accepts the re-assignment referred to above.

Section 3.5. Release of Liens. The Security Trustee and the Lessor hereby (i) authorize the Lessee to (x) file UCC termination statements with respect to any and all UCC financing statements filed by or on behalf of the Security Trustee or the Lessor relating to the Equipment or the Indenture or the Lease or the transactions contemplated thereby and (y) make filings with the Surface Transportation Board and the Registrar General of Canada to effectuate the termination, release and discharge contemplated by Sections 2 and 3 hereof, and (ii) agree to execute and deliver to the Lessee (at the Lessee's sole cost and expense) any additional instruments or documents reasonably necessary and requested by the Lessee to effectuate the termination, release and discharge contemplated by Sections 2 and 3 hereof. The Lessee shall arrange for the filings referred to in (i)(x) and (i)(y) of the preceding sentence to be made without undue delay and provide to the Lessor and the Security Trustee evidence of the completion of such filings.

4. SURVIVAL.

This Agreement, including the provisions of Sections 3.1 through 3.5 hereof, shall neither impair nor terminate the rights and obligations of the parties under the Lease, the First Mortgage, the Indenture, the Indenture Supplement, the Lessor Security Agreement or the Lessee Mortgage Agreement, as applicable, which are expressed to survive any termination or otherwise be of a continuing nature (including, without limitation, any indemnity provisions, in accordance with their terms).

5. 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.

FARUS

6. COSTS AND EXPENSES.

The Lessee shall bear all reasonable costs and expenses (including, without limitation, legal fees) incurred by the Lessor, the Security Trustee and the Lender in connection with this Agreement and the transactions contemplated thereby.

7. COUNTERPARTS.

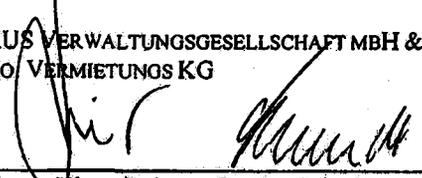
This Agreement may be executed in any number of counterparts, and each counterpart shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

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 (but excluding the laws applicable to conflicts or choice of law).

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.

FARUS VERWALTUNGSGESELLSCHAFT MBH &
CO VERMIETUNGS KG

By 

Name: Klaus Steixner Bettina Schmidt
Title: both Managing Director

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

By _____

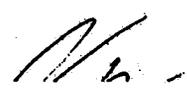
Name:
Title:

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

By _____

Name:
Title:

FARUS



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.

FARUS VERWALTUNGSGESELLSCHAFT MBH &
CO. VERMIETUNGS KG

By _____
Name:
Title:

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

By Bill A Miller
Name: Bill A Miller
Title: Asst. Treasurer

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

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.

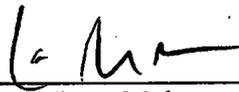
FARUS VERWALTUNGSGESELLSCHAFT MBH &
CO. VERMIETUNGS KG

By _____
Name:
Title:

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

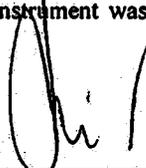
By _____
Name:
Title:

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

By  _____
Name: Lane Molen
Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of FARUS VERWALTUNGSGESELLSCHAFT MBH & CO. VERMIETUNGS KG, a limited partnership organized under the laws of Germany and registered in Munich, Germany (the "Partnership"), by authority of the power of attorney executed by the Partnership on May 9, 2016, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Partnership.

Executed on this 29 day of June, 2016.

By:  

Name: Klaus Steixner Bettina Schmidt

Title: both Managing Director

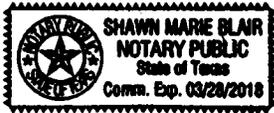
FARUS



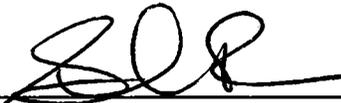
STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this, the 9 day of June, 2016, before me, a Notary Public in and for said County and State, personally appeared Beth A. Miller, who being by me duly sworn, says that (s)he is the Asst Treasurer of BNSF RAILWAY COMPANY, that said instrument was signed on June 9, 2016 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.



(Seal)



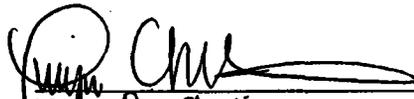
Name:
Notary Public – State of Texas
My Commission Expires:
Residing in Fort Worth, Texas

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

On this, the 31st day of ^{May} ~~June~~, 2016, before me, a Notary Public in and for said County and State, personally appeared Lane Molen, 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 May 31, 2016 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: Priya Chettier
Notary Public
My Commission Expires: 7/31/2017
Residing in Utah

(Seal)

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: June 28, 2016

Edward M Luria

Edward M. Luria