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July 5, 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 Termination of Indenture and Security Agreement and Assignment, dated as of July 5, 2016, 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 22203.

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

Owner Trustee: UP 1999 Trust for GECC No. 1  
By Wilmington Trust Company,  
not in its individual capacity, but solely as  
trustee  
1100 North Market Street  
Wilmington, DE 19890

Indenture Trustee: Wilmington Trust, National Association (f/k/a  
Wilmington Trust FSB)  
1100 North Market Street  
Wilmington, DE 19890

Chief, Section of Administration  
July 5, 2016  
Page 2

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

36 GE, AC4400 diesel-electric locomotives TERMINATED: UP 7173 – UP 7208 inclusive.

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

Termination of Indenture and Security Agreement and Assignment.

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,

A handwritten signature in blue ink, appearing to read "Edward M. Luria". The signature is stylized and cursive.

Edward M. Luria

EML/sem  
Enclosures

**TERMINATION OF INDENTURE AND SECURITY AGREEMENT  
AND ASSIGNMENT**

THIS TERMINATION OF INDENTURE AND SECURITY AGREEMENT AND ASSIGNMENT is made and entered into as of July 5, 2016 by and between UP 1999 TRUST FOR GECC NO. 1 ("Owner Trustee"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Indenture Trustee ("Indenture Trustee").

1. The Owner Trustee and the Indenture Trustee, then known as Wilmington Trust FSB, have heretofore entered into that certain Indenture and Security Agreement dated as of June 20, 1999 (as amended, supplemented or modified to date, the "Indenture") by which the Owner Trustee granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Owner Trustee's performance of its obligations as described in the Indenture. A memorandum of the Indenture was duly recorded with the Surface Transportation Board on June 21, 1999 at 2:00 pm under recordation number 22203-A and a Summary of Indenture and Security Agreement was filed with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on June 22, 1999 at 10:32 am. Capitalized terms used herein without definition have the meanings assigned to them in the Indenture.

2. Pursuant to the Indenture, the Owner Trustee assigned that certain Lease Agreement dated as of June 20, 1999 between Owner Trustee and Union Pacific Railroad Company, as amended, supplemented or modified, and the rents and other proceeds therefrom (with certain exceptions) to the Indenture Trustee. A memorandum of the foregoing assignment was duly recorded with the Surface Transportation Board on June 21, 1999 at 2:00 pm under recordation number 22203-B.

3. The Indenture (including, without limitation, the assignment described in paragraph 2) is terminated effective as of the date hereof.

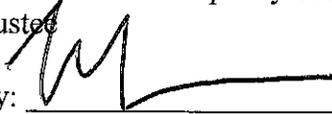
4. This Termination of Indenture and Security Agreement and Assignment shall neither impair nor terminate the rights and obligations of the parties under the Indenture which expressly survive termination.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Indenture and Security Agreement and Assignment to be duly executed by their respective officers duly authorized as of the date and year first above written.

UP 1999 TRUST FOR GECC NO. 1,  
as Owner Trustee

By: WILMINGTON TRUST COMPANY, not  
in its individual capacity but solely as  
trustee

By: 

Name: Mark H. Brzoska  
Title: Vice President

Executed on this \_\_\_ day of \_\_\_\_\_, 2016

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Indenture Trustee

By: 

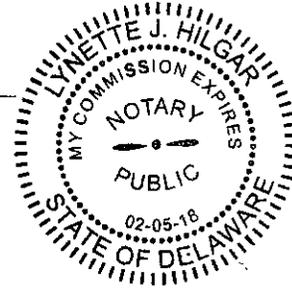
Name: Mark H. Brzoska  
Title: Vice President

Executed on this \_\_\_ day of \_\_\_\_\_, 2016

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

On this 28 day of June, 2016, before me personally appeared Mark H. Brzoska, to me personally known, who being duly sworn, says that he is Vice President of Wilmington Trust Company, the Trustee of UP 1999 TRUST FOR GECC NO. 1, that said instrument was signed and sealed on behalf of said statutory trust and that said instrument is the free act and deed of said trust.

  
\_\_\_\_\_  
Notary Public

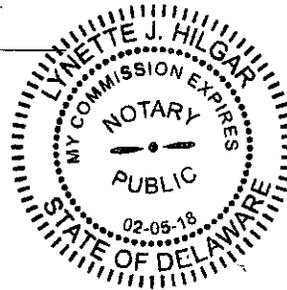


My Commission expires on: \_\_\_\_\_

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

On this 28 day of June, 2016, before me personally appeared Mark H. Brzoska, to me personally known, who being duly sworn, says that he is Vice President of WILMINGTON TRUST, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation and that said instrument is the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public



My Commission expires on: \_\_\_\_\_

**Schedule 1**  
**to Termination of Indenture and Security Agreement and Assignment**  
**Terminated Equipment**

Thirty-six (36) GE AC4400CW locomotives with the following railroad running marks:

UP 7173 – UP 7208, 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: July 5, 2016

*Edward M. Luria*

\_\_\_\_\_  
Edward M. Luria