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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

August 29, 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 Lease Termination and Release of Liens (UPRR 1997-A-1), dated as of August 29, 2014, 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 20825.

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

Lessee:	Union Pacific Railroad Company 1400 Douglas Street, Stop 1580 Omaha, NE 68179
Owner Trustee/Lessor:	Wilmington Trust Company (successor to Chase Manhattan Bank USA, N.A.) 1100 North Market Street Wilmington, DE 19890
Indenture Trustee:	Citibank, N.A. 120 Wall Street New York, NY 10043

Section Chief
August 29, 2016
Page 2

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

63 coal gondola railcars are hereby RELEASED and TERMINATED: UP 33100, UP 33105, UP 33106, UP 33109, UP 33111, UP 33113, UP 33114, UP33116, UP 33117, UP 33119, UP33128, UP 33141, UP 33143, UP 33150, UP 33151, UP 33152, UP 33154, UP 33155, UP 33159, UP 33160, UP 33164, UP 33166, UP 33170, UP 33172, UP 33175, UP 33177, UP 33179, UP 33180, UP 33181, UP 33186, UP 33189, UP 33194, UP 33199, UP 33201, UP 33206, UP 33211, UP 33215, UP 33217, UP 33218, UP 33220, UP 33228, UP 33229, UP 33240, UP 33244, UP 33246, UP 33249, UP 33253, UP 33265, UP 33269, UP 33278, UP 33279, UP 33280, UP 33282 UP 33284, UP 33285, UP 33286, UP 33288, UP 33290, UP 33293, UP 33304, UP 33306, UP 33308.

18 coal gondola railcars are hereby RELEASED and TERMINATED: UP 33122, UP 33129, UP 33132, UP 33144, UP 33153, UP 33161, UP 33200, UP 33203, UP 33205, UP 33221, UP 33226, UP 33245, UP 33251, UP 33260, UP 33263, UP 33272, UP 33289, UP 33295.

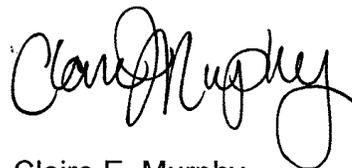
A short summary of the document to appear in the index is:

Lease Termination and Release of Liens (UPRR 1997-A-1).

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,



Claire E. Murphy

CEM
Enclosures

(UPRR 1997-A-1)

LEASE TERMINATION
AND
RELEASE OF LIENS

Dated as of August 29, 2016

among

UNION PACIFIC RAILROAD COMPANY,
as Lessee

WILMINGTON TRUST COMPANY
(not in its individual capacity except as otherwise expressly provided,
but solely as the Owner Trustee),
as Lessor

and

CITIBANK, N.A.,
as Indenture Trustee

THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBIT B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, SOLELY WITH RESPECT TO THE EQUIPMENT DESCRIBED ON EXHIBIT A AND EXHIBIT A-1 ATTACHED HERETO.

THIS LEASE TERMINATION AND RELEASE OF LIENS (this "Agreement"), dated as of August 29, 2016, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), WILMINGTON TRUST COMPANY, a national banking association, not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and CITIBANK, N.A., a national banking association, as Indenture Trustee (the "Indenture Trustee"). Capitalized terms used herein without definition shall have the respective meanings set forth in the Participation Agreement (defined below).

WITNESSETH

WHEREAS, (i) the Lessee, the Lessor, and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (UPRR 1997-A-1) dated as of August 1, 1997 (as amended, supplemented and modified to date, the "Participation Agreement"); (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement (UPRR 1997-A-1) dated as of August 1, 1997 (as amended and supplemented by Lease Supplement No. 2 (defined below) and as further amended, supplemented and modified to date, the "Lease"); and (iii) as a result of the August 27, 2009 refinancing of the leveraged lease financing of the UPRR 1997-A-1 railroad rolling stock, among other documents, (x) the Indenture Trustee and the Owner Trustee entered into a Trust Indenture and Security Agreement (UPRR 1997-A-1) dated as of August 27, 2009 (as amended, supplemented and modified to date, the "Indenture"), which replaced the original Trust Indenture and Security Agreement (UPRR 1997-A-1) dated as of August 1, 1997 between the Indenture Trustee and Owner Trustee and (y) Lessee, Owner Trustee and Indenture Trustee entered Lease and Indenture Supplement No. 2, dated August 27, 2009 ("*Lease Supplement No. 2*") amending and restating Lease and Indenture Supplement No. 1, dated August 26, 1997, in each case leasing the Railcars listed in Schedule 1 thereto under the Lease; and

WHEREAS, the Lessee provided notice to Lessor dated February 26, 2016, that it has elected to exercise its end of term purchase option under the Lease (the "Purchase Option") with respect to the coal gondola railcars listed on Exhibit A attached hereto and incorporated herein by this reference (the "EOT Equipment") and has paid the purchase price in full in accordance with Section 4 of the Lease (the "Purchase Price"); and

WHEREAS, the Lessee provided to the Lessor, the Owner Participant and the Indenture Trustee a Loss Notice, dated August 5, 2016, that an Event of Loss pursuant to Section 12(b) of the Lease has occurred with respect to 18 coal gondola railcars listed on Exhibit A-1 hereto (the "Terminated Equipment") and the Lessee has elected not to replace the Terminated Equipment and has paid the Stipulated Loss Value and all other amounts required to be paid with respect to the Terminated Equipment under the Lease on the date hereof (The EOT Equipment and the Terminated Equipment, together, are referred to hereafter as the "Equipment."); and

WHEREAS, the Owner Participant, Lessor, Lessee and Indenture Trustee have entered into a Termination and Release Agreement (UPRR 1997-A-1) dated as of the date hereof (the "Termination") memorializing the parties understandings with respect to the Lessee's exercise of its Purchase Option and payment of the Stipulated Loss Value;

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lessor and Indenture Trustee do hereby acknowledge the Lessee's payment of the Purchase Price and Stipulated Loss Value; and (a) solely with respect to the Equipment, any and all Liens under the Indenture are hereby released and cancelled; and (b) the Lease is hereby terminated and cancelled solely with respect to the Equipment, and the Lessor has granted, bargained, sold, transferred

and conveyed unto the Lessee without recourse or warranty except as provided in the Bill of Sale (as defined in the Termination) all of its right, title and interest in and to the Equipment, "as is, where is," to have and to hold all and singular the Equipment unto the Lessee, its successors and assigns forever.

2. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

3. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A and Exhibit A-1 attached hereto.

4. This Agreement shall be governed by and construed in accordance with the laws of New York.

[SIGNATURE AND NOTARY PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

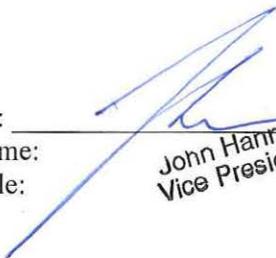
UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: 
Name: Gary W. Grosz
Title: Assistant Treasurer

WILMINGTON TRUST COMPANY, not in its individual
capacity, but solely as Owner Trustee,
as Lessor

By: _____
Name:
Title:

CITIBANK, N.A.,
as Indenture Trustee

By: 
Name: John Hannon
Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: _____
Name: Gary W. Grosz
Title: Assistant Treasurer

WILMINGTON TRUST COMPANY, not in its individual
capacity, but solely as Owner Trustee,
as Lessor

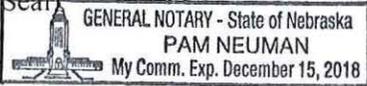
By:  _____
Name: Mark H. Brzoska
Title: Vice President

CITIBANK, N.A.,
as Indenture Trustee

By: _____
Name:
Title:

State of Nebraska)
) ss
County of Douglas)

On this 29th day of August, 2016, before me, a notary public, personally appeared Gary W. Grosz, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY, as Lessee, and that said instrument was executed 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.

(Notarial Seal)


Pam Neuman
Notary Public

My Commission Expires: 12-15-2018

State of Delaware)
) ss
County of New Castle)

On this ____ day of August, 2016, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of **WILMINGTON TRUST COMPANY**, as Owner Trustee, and that said instrument was executed 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.

(Notarial Seal)

Notary Public

My Commission Expires:

State of New York)
) ss
County of New York)

On this 18th day of August, 2016, before me, a notary public, personally appeared John Hannon, to me personally known, who being by me duly sworn says that he is the Vice President of **CITIBANK, N.A.**, as Indenture Trustee, and that said instrument was executed 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.

(Notarial Seal)

[Signature]
Notary Public

My Commission Expires:
DANNY LEE, NOTARY PUBLIC
State of New York, NO. 01LE6161129
Qualified in New York County
Commission Expires February 20, 2019

State of Nebraska)
)
County of Douglas) ss

On this ____ day of August, 2016, before me, a notary public, personally appeared Gary W. Grosz, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of **UNION PACIFIC RAILROAD COMPANY**, as Lessee, and that said instrument was executed 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.

(Notarial Seal)

Notary Public

My Commission Expires:

State of Delaware)
)
County of New Castle) ss

On this 24 day of August, 2016, before me, a notary public, personally appeared Mark H. Brzoska, to me personally known, who being by me duly sworn says that he is the Vice President of **WILMINGTON TRUST COMPANY**, as Owner Trustee, and that said instrument was executed 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.

(Notarial Seal)



[Signature]
Notary Public

My Commission Expires:

State of New York)
)
County of New York) ss

On this ____ day of August, 2016, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of **CITIBANK, N.A.**, as Indenture Trustee, and that said instrument was executed 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.

(Notarial Seal)

Notary Public

My Commission Expires:

EXHIBIT A
SCHEDULE OF EQUIPMENT
“EOT EQUIPMENT”

Description: Coal Gondolas
Quantity: 63

Count	Mark	Number	Count	Mark	Number
1	UP	33100	41	UP	33220
2	UP	33105	42	UP	33228
3	UP	33106	43	UP	33229
4	UP	33109	44	UP	33240
5	UP	33111	45	UP	33244
6	UP	33113	46	UP	33246
7	UP	33114	47	UP	33249
8	UP	33116	48	UP	33253
9	UP	33117	49	UP	33265
10	UP	33119	50	UP	33269
11	UP	33128	51	UP	33278
12	UP	33141	52	UP	33279
13	UP	33143	53	UP	33280
14	UP	33150	54	UP	33282
15	UP	33151	55	UP	33284
16	UP	33152	56	UP	33285
17	UP	33154	57	UP	33286
18	UP	33155	58	UP	33288
19	UP	33159	59	UP	33290
20	UP	33160	60	UP	33293
21	UP	33164	61	UP	33304
22	UP	33166	62	UP	33306
23	UP	33170	63	UP	33308
24	UP	33172			
25	UP	33175			
26	UP	33177			
27	UP	33179			
28	UP	33180			
29	UP	33181			
30	UP	33186			
31	UP	33189			
32	UP	33194			
33	UP	33199			
34	UP	33201			
35	UP	33202			
36	UP	33206			
37	UP	33211			
38	UP	33215			
39	UP	33217			
40	UP	33218			

EXHIBIT A-1

SCHEDULE OF EQUIPMENT

“TERMINATED EQUIPMENT”

Description: Coal Gondolas
Quantity: 18

Count	Mark	Number
1	UP	33122
2	UP	33129
3	UP	33132
4	UP	33144
5	UP	33153
6	UP	33161
7	UP	33200
8	UP	33203
9	UP	33205
10	UP	33221
11	UP	33226
12	UP	33245
13	UP	33251
14	UP	33260
15	UP	33263
16	UP	33272
17	UP	33289
18	UP	33295

EXHIBIT B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement, dated as of August 1, 1997	August 19, 1997	20825
Memorandum of Amended and Restated Equipment Description (UPRR 1997-A-1), dated as of August 27, 2009	August 26, 2009	20825-G
Memorandum of Indenture and Security Agreement (UPRR 1997-A-1), dated as of August 27, 2009	August 26, 2009	20825-H
Memorandum of Lease and Indenture Supplement No. 2 (UPRR 1997-A-1), dated as of August 27, 2009	August 26, 2009	20825-I
Memorandum of Lease Assignment (UPRR 1997-A-1), dated as of August 27, 2009	August 26, 2009	20825-J

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>
Memorandum of Lease Agreement, dated as of August 1, 1997	August 19, 1997
Memorandum of Amended and Restated Equipment Description (UPRR 1997-A-1), dated as of August 27, 2009	August 26, 2009
Memorandum of Indenture and Security Agreement (UPRR 1997-A-1), dated as of August 27, 2009	August 26, 2009
Memorandum of Lease and Indenture Supplement No. 2 (UPRR 1997-A-1), dated as of August 27, 2009	August 26, 2009
Memorandum of Lease Assignment (UPRR 1997-A-1), dated as of August 27, 2009	August 26, 2009

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: August 29, 2016



Claire E. Murphy