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August 20, 2015

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 Memorandum of Omnibus Termination and Transfer Agreement, dated as of August 20, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release of lien and termination of lease and relates to the El-Mo Trust No. 2002-E Memorandum of Amended and Restated Lease previously filed with the Board under Recordation Number 24009-K and the Memorandum of Trust Indenture and Security Agreement previously filed with the Board under Recordation Number 24009-B.

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

Indenture Trustee: Wells Fargo Bank Northwest, N.A.  
299 South Main Street, 12th Floor  
Salt Lake City, Utah 84111

Owner Trustee: Wilmington Trust Company, not in its individual  
capacity but solely as Trustee  
10 Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-0001

Chief, Section of Administration  
August 20, 2015  
Page 2

Lessee: Union Pacific Railroad Company  
1400 Douglas Street  
Omaha, Nebraska 68179

Owner Participant: General Foods Credit Investors No. 2  
Corporation  
800 Westchester Avenue  
Port Chester, New York 10573

Loan Participant: Export Development Canada  
151 O'Connor Street  
Ottawa, Canada KIA 1K3

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

All 87 locomotives covered by the Memorandum of Amended and Restated Lease of Railroad Equipment listed in the schedule filed under Recordation Number 24009-K.

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

Memorandum of Omnibus Termination and Transfer 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

**MEMORANDUM OF OMNIBUS TERMINATION AND TRANSFER AGREEMENT  
(EL-MO TRUST NO. 2002-E)**

THIS **MEMORANDUM OF OMNIBUS TERMINATION AND TRANSFER AGREEMENT** is made and entered into as of August 20, 2015 by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (the “**Lessee**”), **GENERAL FOODS CREDIT INVESTORS NO. 2 CORPORATION**, a Delaware corporation (“**Owner Participant**”), **EXPORT DEVELOPMENT CANADA**, a corporation established by an Act of Parliament of Canada (“**Loan Participant**”), **WELLS FARGO BANK NORTHWEST, N.A.**, a national banking association, not in its individual capacity but solely as Indenture Trustee (“**Indenture Trustee**”), and **WILMINGTON TRUST COMPANY**, a Delaware trust company, not in its individual capacity, except to the extent expressly provided herein, but solely as Owner Trustee under the Trust Agreement, New Owner Trustee A under Trust Agreement (UPRR 2015-B) and New Owner Trustee B under Trust Agreement (UPRR 2015-C) (in such capacities, “**Owner Trustee**”, “**New Owner Trustee A**” or “**New Owner Trustee B**,” as the context requires).

1. Reference is hereby made to (i) that certain El-Mo Trust No. 2002-E Lease of Railroad Equipment, dated as of June 26, 2002 as supplemented by that certain El-Mo II Trust No. 2002-E Lease Supplement No. E1 (“**Lease Supplement No. 1**”), dated June 26, 2002, that certain El-Mo II Trust No. 2002-E Lease Supplement No. E2, dated September 25, 2002 (“**Lease Supplement No. 2**”), and that certain El-Mo II Trust No. 2002-E Lease Supplement No. E3, dated December 18, 2002 (“**Lease Supplement No. 3**”), in each case, by and between El-Mo Leasing II Corporation, as lessee (the “**Original Lessee**”) and Owner Trustee (as so supplemented and as otherwise amended or modified to date, the “**Original Lease**”), (ii) that certain Assignment and Assumption Agreement (El-Mo II Trust No. 2002-E) dated as of May 28, 2009 by and between the Original Lessee and Lessee (the “**Assignment and Assumption**”) pursuant to which the Original Lessee assigned, and Lessee assumed, all of the Original Lessee’s rights, title and interest in and to the Original Lease, (iii) El-Mo Trust No. 2002-E Amended and Restated Lease of Railroad Equipment, dated as of March 30, 2010, by and between Lessee and Owner Trustee (as so supplemented and as otherwise amended or modified to date, the “**Lease**”), (iv) that certain El-Mo Trust No. 2002-E Trust Indenture and Security Agreement, dated as of June 26, 2002 by and between Owner Trustee and Indenture Trustee, as supplemented by that certain El-Mo II Trust No. 2002-E Trust Agreement and Indenture Supplement No. E1 (“**Indenture Supplement No. 1**”), dated June 26, 2002, of Owner Trustee, that certain El-Mo II Trust No. 2002-E Trust Agreement and Indenture Supplement No. E2 (“**Indenture Supplement No. 2**”), dated September 25, 2002, of Owner Trustee and that certain El-Mo II Trust No. 2002-E Trust Agreement and Indenture Supplement No. 3 (“**Indenture Supplement No. 3**”), dated December 18, 2002 of Owner Trustee (as so supplemented and as otherwise amended or modified to date, the “**Indenture**”), and (v) the Omnibus Termination and Transfer Agreement (El-Mo II Trust No. 2002-E) dated as of August 20, 2015 by and among Lessee, Owner Participant, Loan Participant, Indenture Trustee, Owner Trustee, New Owner Trustee A, New Owner Trustee B, Fifth Third Equipment Finance Company, as Investor A, and MassMutual Asset Finance LLC, as Investor B (the “**Omnibus**”).

**Termination and Transfer**”). Capitalized terms used herein without definition have the meanings assigned to them in the Omnibus Termination and Transfer.

2. The Original Lease and Lease Supplement No. 1 (or memoranda thereof) were (i) recorded with the Surface Transportation Board (“**STB**”) on June 25, 2002, under recordation numbers 24009 and 24009-A, respectively and (ii) deposited with the Registrar General of Canada (“**RGC**”) on June 25, 2002 as Document Keys 14125 and 14127, respectively. The Indenture and Indenture Supplement No. 1 (or memoranda thereof) were (i) recorded with the STB on June 25, 2002, under recordation numbers 24009-B and 24009-C, respectively and (ii) deposited with the RGC on June 25, 2002 as Document Keys 14126 and 14128, respectively. Lease Supplement No. 2 and Indenture Supplement No. 2 (or memoranda thereof) were (i) recorded with the STB on September 24, 2002, under recordation numbers 24009-E and 24009-D, respectively, and (ii) deposited with the Registrar General of Canada on September 24, 2002 as Document Keys 14243 and 14244, respectively. Lease Supplement No. 3 and Indenture Supplement No. 3 (or memoranda thereof) were (i) recorded with the STB on December 17, 2002, under recordation numbers 24009-F and 24009-G, respectively, and (ii) deposited with the Registrar General of Canada on December 17, 2002 as Document Keys 14422 and 14423, respectively. The Assignment and Assumption (or memoranda thereof) was (i) recorded with the STB on May 29, 2009, under recordation number 24009-J and (ii) deposited with the Registrar General of Canada on June 1, 2009 as Document Key 19969. The Lease (or memoranda thereof) was (i) recorded with the STB on March 31, 2010, under recordation number 24009-K and (ii) deposited with the Registrar General of Canada on March 31, 2010 as Document Key 20810.

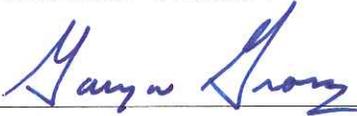
3. The undersigned parties do hereby give notice of the termination of the Original Lease, the Indenture, the Assignment and Assumption, the Lease and the other Operative Documents effective as of the date hereof as described in that certain Omnibus Termination and Transfer.

4. This Memorandum of Omnibus Termination and Transfer Agreement shall neither impair nor terminate the rights, obligations, liabilities, duties or claims and demands of the parties under the Lease or the other Operative Documents that remain in effect on the date hereof which expressly survive this termination.

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

Lessee:

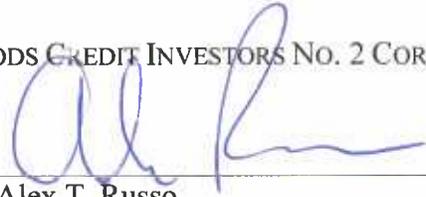
UNION PACIFIC RAILROAD COMPANY

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

Owner Participant:

GENERAL FOODS CREDIT INVESTORS NO. 2 CORPORATION

By:



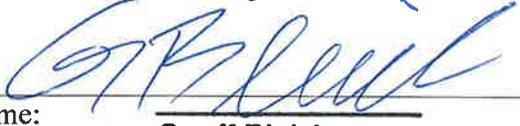
Name: Alex T. Russo

Title: Vice President

Loan Participant:

EXPORT DEVELOPMENT CANADA

By:   
Name: **Sheila Banning**  
Title: **Asset Manager**

By:   
Name: **Geoff Bleich**  
Title: **Sr. Asset Manager**

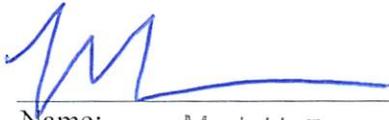
Indenture Trustee:

WELLS FARGO BANK NORTHWEST, N.A.

By:   
Name: \_\_\_\_\_  
Title: **Lane Molen**  
**Assistant Vice President**

Owner Trustee:

WILMINGTON TRUST COMPANY, not in its individual capacity,  
except where otherwise expressly provided, but solely as  
Owner Trustee

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

New Owner Trustee A:

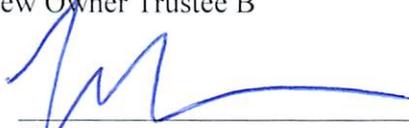
WILMINGTON TRUST COMPANY, not in its individual capacity,  
except where otherwise expressly provided, but solely as  
New Owner Trustee A

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

New Owner Trustee B:

WILMINGTON TRUST COMPANY, not in its individual capacity,  
except where otherwise expressly provided, but solely as  
New Owner Trustee B

By:

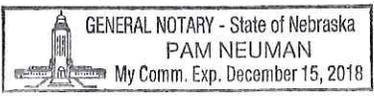


Name: Mark H. Brzoska  
Title: Assistant Vice President

STATE OF NEBRASKA        )  
  )  
  )        SS.:  
COUNTY OF DOUGLAS     )

On this, the \_\_\_ day of August, 2015, before me, a Notary Public in and for said County and State, personally appeared Gary W. Gross, who being by me duly sworn, says that (s)he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY, that said instrument was signed on August \_\_\_, 2015 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.

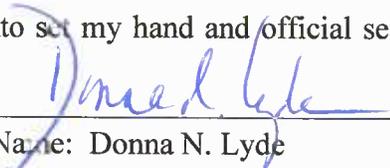


Pam Neuman  
Name: Pam Neuman  
Notary Public  
My Commission Expires: 12-15-2018  
Residing in Omaha, NE

STATE OF CONNECTICUT )  
 )  
COUNTY OF FAIRFIELD )      SS.:

On this, the 19<sup>th</sup> day of August, 2015, before me, a Notary Public in and for said County and State, personally appeared Alex T. Russo, who being by me duly sworn, says that he is the Vice President of GENERAL FOODS CREDIT INVESTORS NO. 2 CORPORATION, that said instrument was signed on August 19, 2015 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.



Name: Donna N. Lyde  
Notary Public  
My Commission Expires: May 31, 2016  
Residing in the State of Connecticut

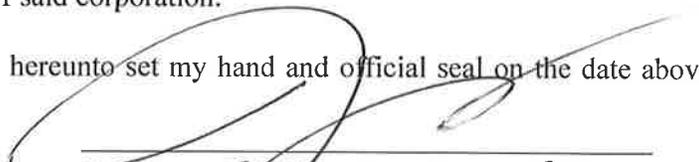


**DONNA N. LYDE  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMMISSION EXPIRES MAY 31, 2016**

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

On this, the 19<sup>th</sup> day of August, 2015, before me, a Notary Public in and for said Province of Ontario, Canada, personally appeared Sheila Bannings and Geoff Bleich, who being by me duly sworn, says that ~~(she)~~ <sup>they are</sup> the Asset Manager and Senior Asset Manager, respectively, of EXPORT DEVELOPMENT CANADA, that said instrument was signed on August 14<sup>th</sup>, 2015 on behalf of said corporation by authority of its Board of Directors, and ~~(she)~~ <sup>they</sup> acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

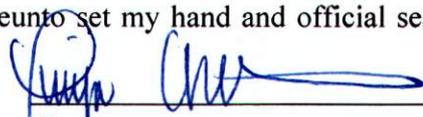
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

  
Name: JOSEPH EDGAR WEIL  
Notary Public ONTARIO  
My Commission Expires: does not expire  
Residing in Ottawa, Ontario

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

On this, the 14th day of August, 2015, before me, a Notary Public in and for said County and State, personally appeared Lane Moien, who being by me duly sworn, says that (s)he is the Assistant Vice President of WELLS FARGO BANK NORTHWEST, N.A., that said instrument was signed on August 14th, 2015 on behalf of said national banking 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 national banking association.

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



STATE OF DELAWARE        )  
  )  
  )        SS.:  
COUNTY OF NEW CASTLE    )

On this, the \_\_\_ day of August, 2015, before me, a Notary Public in and for said County and State, personally appeared Mark H. Brzoska, who being by me duly sworn, says that (s)he is the Assistant Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on August \_\_\_, 2015 on behalf of said trust company 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 trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



*[Signature]*  
Name:  
Notary Public  
My Commission Expires:  
Residing in

STATE OF DELAWARE        )  
  )  
  )        SS.:  
COUNTY OF NEW CASTLE    )

On this, the \_\_\_ day of August, 2015, before me, a Notary Public in and for said County and State, personally appeared Mark H. Brzoska, who being by me duly sworn, says that (s)he is the Assistant Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on August \_\_\_, 2015 on behalf of said trust company 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 trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



*Lynette J Hilgar*  
Name:  
Notary Public  
My Commission Expires:  
Residing in

STATE OF DELAWARE        )  
  )  
COUNTY OF NEW CASTLE    )        SS.:

On this, the \_\_\_ day of August, 2015, before me, a Notary Public in and for said County and State, personally appeared Mark H. Brzoska, who being by me duly sworn, says that (s)he is the Assistant Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on August \_\_\_, 2015 on behalf of said trust company 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 trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



*Lynette J Hilgar*  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

**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: August 20, 2015      *Edward M Luria*  
Edward M. Luria