

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

July 3, 2014

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear 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 2, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and relates to the documents previously filed with the Board under Recordation Numbers 21857-A, 21857-B and 21857-C.

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

Owner Trustee: UP 1998 Trust for GECC No. 3
c/o Wilmington Trust Company
10 Rodney Square North
Wilmington DE

Indenture Trustee: Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

Chief
Section of Administration
July 3, 2014
Page 2

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

All railcars covered by the documents previously filed under Recordation Numbers 21857-A, 21857-B and 21857-C are RELEASED.

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 \$44.00 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 black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

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 2, 2014 by and between UP 1998 TRUST FOR GECC NO. 3 ("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 December 3, 1998 (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 December 10, 1998 at 10:55 am under recordation number 21857-A and with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on December 10, 1998 at 1:50 pm under document key 11279. 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 December 3, 1998 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 December 10, 1998 at 10:55 am under recordation number 21857-B.

3. A Partial Termination of Indenture and Security Agreement and Assignment was duly recorded with the Surface Transportation Board on July 2, 2013 at 4:30 pm under recordation number 21857-C; this Termination of Indenture and Security Agreement and Assignment reflects the termination of the Indenture with respect to all units of railroad equipment not addressed by that filing.

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

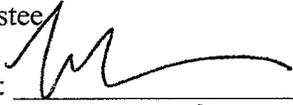
5. This Termination of Indenture and Security Agreement and Assignment shall neither impair nor terminate the rights and obligations of the parties under the Indenture which expressly survive termination.

[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 1998 TRUST FOR GECC NO. 3, as Owner
Trustee

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

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

Executed on this ___ day of _____, 2014

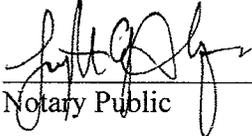
WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Indenture Trustee

By: _____
Name:
Title:

Executed on this ___ day of _____, 2014

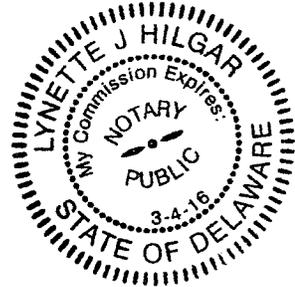
State of Delaware)
County of New Castle) ss:

On this 26 day of June, 2014, before me personally appeared Mark H. Brzoska, to me personally known, who being duly sworn, says that he is Assistant Vice President of Wilmington Trust Company, the Trustee of UP 1998 TRUST FOR GECC NO. 3, 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: LYNETTE J HILGAR
Notary Public
STATE OF DELAWARE
My Commission Expires 3-4-2016



State of _____)
County of _____) ss:

On this ___ day of _____, 2014, before me personally appeared _____, to me personally known, who being duly sworn, says that he is _____ 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: _____

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 1998 TRUST FOR GECC NO. 3, as Owner
Trustee

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

By: _____
Name:
Title:

Executed on this ____ day of _____, 2014

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Indenture Trustee

By: Mindy Walsler
Name: **Mindy Walsler**
Title: **Vice President**

Executed on this 26 day of June, 2014

State of _____)
) ss:
County of _____)

On this ___ day of _____, 2014, before me personally appeared _____, to me personally known, who being duly sworn, says that he is _____ of Wilmington Trust Company, the Trustee of UP 1998 TRUST FOR GECC NO. 3, 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: _____

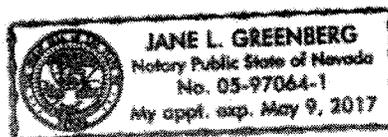
State of Nevada)
) ss:
County of Clark)

On this 26th day of June, 2014, before me personally appeared Mindy Walser, to me personally known, who being duly sworn, says that she 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.

Jane L. Greenberg

Notary Public

My Commission expires on: May 9, 2017



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: 7/3/14

Edward M Luria
Edward M. Luria