

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

January 9, 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 Partial Lease Termination, Release of Lien and Bill of Sale (UPRR 2006-G), dated as of January 2, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement (UPRR 2006-G) and the Memorandum of Indenture and Security Agreement (UPRR 2006-G) previously filed with the Board under Recordation Numbers 26742 and 26742-A, respectively.

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

Indenture Trustee: Wells Fargo Bank Northwest, N.A.
MAC: U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

Owner Participant/
Lessor: First Chicago Leasing Corporation c/o
JPMorgan Capital Corporation
21 South Clark Street
Mail Code IL1-0502
Chicago, Illinois 60603

Section Chief
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Page 2

Lessee: Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

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

10 "green goat" locomotives RELEASED and TERMINATED: UPY 2310 –
UPY 2319, inclusive.

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

Partial Lease Termination, Release of Lien and Bill of Sale (UPRR 2006-
G).

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,


for

Edward M. Luria

EML/cem
Enclosures

EXECUTION VERSION

(UPRR 2006-G)

PARTIAL LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of January 2, 2015

among

UNION PACIFIC RAILROAD COMPANY,
as Lessee

FIRST CHICAGO LEASING CORPORATION,
as Owner Participant and as Lessor

and

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION,
as Indenture Trustee

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 OR DEPOSIT, 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 TERMINATED EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

THIS PARTIAL LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE (this "Agreement"), dated as of January 2, 2015, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), FIRST CHICAGO LEASING CORPORATION, as the Owner Participant and the Lessor (the "Owner Participant" or the "Lessor") and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Indenture Trustee (the "Indenture Trustee").

WITNESSETH

WHEREAS, the Lessee, the Owner Participant, and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (UPRR 2006-G), the Lessor and the Lessee have heretofore entered into a Lease Agreement (UPRR 2006-G), and the Indenture Trustee and the Owner Participant have heretofore entered into an Indenture and Security Agreement (UPRR 2006-G), each dated as of December 1, 2006 (such documents referred to herein as the "Participation Agreement," the "Lease," and the "Indenture," respectively). (Capitalized terms used herein without definition shall have the respective meanings set forth in the Participation Agreement.); and

WHEREAS, ten (10) "green goat" locomotives have suffered an Event of Loss and the Lessee has elected not to replace such units of equipment and shall pay the Stipulated Loss Value and all other amounts required to be paid with respect to such units of equipment under the Lease; and

WHEREAS, a pro rata portion of each applicable Equipment Note for such units of equipment suffering an Event of Loss has been redeemed in accordance with the provisions of the agreements described above; and

WHEREAS, the Indenture provides for the transfer of all of the Indenture Trustee's right, title and interest in and to the equipment suffering an Event of Loss to the Owner Participant and the release of such units of equipment from the Lien of the Indenture, and the Lease provides for the termination of the Lease with respect to such units of equipment and the transfer of the Lessor's right, title and interest in and to such units of equipment to the Lessee, in each case if the Lessee has paid the Stipulated Loss Value and all other amounts payable applicable to such units of equipment and needed to effect a partial redemption of the Equipment Note related thereto.

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

1. The Lien of the Indenture with respect to the equipment listed on Exhibit A attached hereto and incorporated herein by this reference (the "Terminated Equipment") is hereby released and cancelled, and the Indenture Trustee does hereby grant, bargain, sell, transfer and convey unto the Owner Participant all of its right, title and interest in and to the Terminated Equipment, free and clear of all liens, security interests and other encumbrances created in or retained by it under the Indenture, to have and to hold all and singular the Terminated Equipment unto the Owner Participant, its successors and assigns forever.

2. The Lease is hereby terminated and canceled with respect to the Terminated Equipment, and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee, all of its right, title and interest in and to the Terminated Equipment, "as is, where is," without recourse or warranty except that the Terminated Equipment is free and clear of all Owner Encumbrances, to have and to hold all and singular the Terminated Equipment unto the Lessee, its successors and assigns forever.

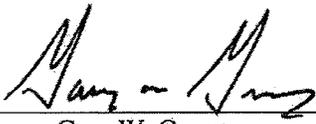
3. Except as amended hereby, the Lease and Indenture are hereby confirmed and ratified and shall continue in full force and effect.

4. This document 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.

5. 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 or deposit, each of the Memoranda 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 Terminated Equipment.

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

FIRST CHICAGO LEASING CORPORATION, as
the Owner Participant and the Lessor

By: _____
Name: _____
Title: _____

WELLS FARGO BANK NORTHWEST, N.A.,
as Indenture Trustee

By: _____
Name: _____
Title: _____

3. Except as amended hereby, the Lease and Indenture are hereby confirmed and ratified and shall continue in full force and effect.

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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

FIRST CHICAGO LEASING CORPORATION, as
the Owner Participant and the Lessor

By: 
Name: MARY SACKLEY
Title: VICE PRESIDENT

WELLS FARGO BANK NORTHWEST, N.A.,
as Indenture Trustee

By: _____
Name: _____
Title: _____

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5. 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 or deposit, each of the Memoranda 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 Terminated Equipment.

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.

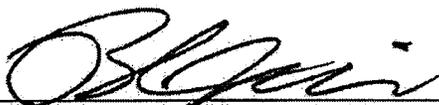
UNION PACIFIC RAILROAD COMPANY,
as Lessee

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

FIRST CHICAGO LEASING CORPORATION, as
the Owner Participant and the Lessor

By: _____
Name: _____
Title: _____

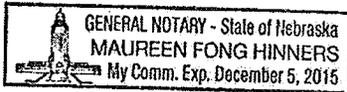
WELLS FARGO BANK NORTHWEST, N.A.,
as Indenture Trustee

By: 
Name: Brandon Mills
Title: Vice President

State of Nebraska)
)
County of Douglas) ss

On this 15th day of December, 2014, 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**, 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)



Maureen Fong Hinners
Notary Public

My Commission Expires: 12-5-15

State of Illinois)
)
County of Cook) ss

On this ____ day of _____, 2014, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he or she is the _____ of **FIRST CHICAGO LEASING CORPORATION**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she 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 Utah)
)
County of Salt Lake) ss

On this ____ day of _____, 2014, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he or she is the _____ of **WELLS FARGO BANK NORTHWEST, N.A.**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she 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 Nebraska)
)
County of Douglas) ss

On this ____ day of _____, 2014, 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**, 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 Illinois)
)
County of Cook) ss

On this 18th day of December, 2014, before me, a notary public, personally appeared Mary Sackley, to me personally known, who being by me duly sworn says that he or she is the Vice President of **FIRST CHICAGO LEASING CORPORATION**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Catherine Marie Finley

Notary Public

My Commission Expires: 9/24/16

State of Utah)
)
County of Salt Lake) ss

On this ____ day of _____, 2014, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he or she is the _____ of **WELLS FARGO BANK NORTHWEST, N.A.**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she 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 Nebraska)
)
County of Douglas) ss

On this ____ day of _____, 2014, 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, 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 Illinois)
)
County of Cook) ss

On this ____ day of _____, 2014, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he or she is the _____ of FIRST CHICAGO LEASING CORPORATION, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

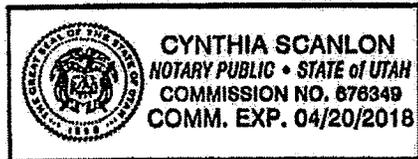
Notary Public

My Commission Expires: _____

State of Utah)
)
County of Salt Lake) ss

On this 9th day of January, 2015, before me, a notary public, personally appeared Brandon Mills, to me personally known, who being by me duly sworn says that he is the Vice President of WELLS FARGO BANK NORTHWEST, N.A., and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Notary Public

My Commission Expires: 04/20/2018

EXHIBIT A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
RailPower GG20B "Green Goat" Locomotives	10	UPY 2310 – UPY 2319, 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: 1/9/15

Edward M Luria
Edward M. Luria