

RECORDATION NO 20045-H FILED
July 24, 2012 08:00 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 24, 2012

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 16, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Indenture and Security Agreement (UPRR 1996-A) and related documents previously filed with the Board under Recordation Number 20045-C.

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

Indenture Trustee: The Bank of New York Mellon Trust Company,
N.A. (successor-in-interest to Harris Trust and
Savings Bank)
1 Bank One Plaza
Chicago, Illinois 60670

Owner Trustee: Wells Fargo Bank Northwest, N.A. (successor
to First Security Bank of Utah, N.A.)
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Section Chief
July 24, 2012
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A description of the railroad equipment covered by the enclosed document is:

69 locomotives TERMINATED: UP 6758 – UP 6826.

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 \$41.00 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 'Edward M. Luria'. The signature is stylized with a large initial 'E' and a checkmark-like 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 16, 2012 by and between Wells Fargo Bank Northwest, National Association (formerly known as First Security Bank of Utah, National Association), a national banking association, not in its individual capacity, but solely as Owner Trustee ("Owner Trustee"), and The Bank of New York Mellon Trust Company, N.A. (successor in interest to Harris Trust and Savings Bank), a national banking association, as Indenture Trustee ("Indenture Trustee").

1. The Owner Trustee and the Indenture Trustee have heretofore entered into that certain Indenture and Security Agreement (UPRR 1996-A) dated as of April 7, 2008 (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 April 3, 2008 at 8:00 am under recordation number 20045-C and with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on April 3, 2008 at 11:40 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 May 1, 1996 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 April 3, 2008 at 8:00 am under recordation number 20045-E and with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on April 3, 2008 at 11:40 am.

3. The Indenture (including, without limitation, the assignment described in the foregoing paragraph) is terminated effective as of the date hereof with respect to the Indenture Estate, including without limitation the units of railroad equipment specified on Schedule 1 hereto.

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.

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its individual
capacity, but solely as Owner Trustee

By: 
Name: David Wall
Title: Assistant Vice President

Executed on this 16th day of July, 2012

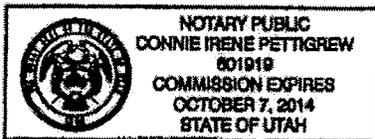
THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Indenture Trustee

By: _____
Name:
Title:

Executed on this ___ day of _____, 2012

State of UTAH)
) ss:
County of SALT LAKE)

On this 16th day of July, 2012, before me personally appeared David Wall, to me personally known, who being duly sworn, says that he is Assistant Vice President of Wells Fargo Bank Northwest, 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.



[Signature]
Notary Public

My Commission expires on: 10/7/2014

State of _____)
) ss:
County of _____)

On this ___ day of _____, 20___, before me personally appeared _____, to me personally known, who being duly sworn, says that he is _____ of The Bank of New York Mellon Trust Company, N.A., 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: _____

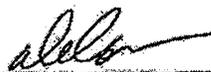
IN WITNESS WHEREOF, the parties hereto have each caused this Termination of Indenture and Security Agreement and Assignment to be duly executed by their respective officers duly authorized as of the date and year first above written.

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its individual
capacity, but solely as Owner Trustee

By: _____
Name:
Title:

Executed on this ____ day of _____, 2012

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Indenture Trustee

By: 
Name: **D. G. DONOVAN**
Title: **VICE PRESIDENT**

Executed on this 12th day of July, 2012

State of _____)
) ss:
County of _____)

On this ___ day of _____, 2012, before me personally appeared _____, to me personally known, who being duly sworn, says that he is _____ of Wells Fargo Bank Northwest, 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: _____

State of IL)
County of Cook) ss:

On this 12 day of July, 2012, before me personally appeared D. G. DONOVAN, to me personally known, who being duly sworn, says that he is VICE PRESIDENT of The Bank of New York Mellon Trust Company, N.A., 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.

T. Mosterd

Notary Public

My Commission expires on: 1/22/2013



Schedule 1
to Termination of Indenture and Security Agreement and Assignment
Leased Equipment

<u>Count</u>	<u>Mark</u>	<u>Number</u>	<u>Count</u>	<u>Mark</u>	<u>Number</u>
1	UP	6758	36	UP	6793
2	UP	6759	37	UP	6794
3	UP	6760	38	UP	6795
4	UP	6761	39	UP	6796
5	UP	6762	40	UP	6797
6	UP	6763	41	UP	6798
7	UP	6764	42	UP	6799
8	UP	6765	43	UP	6800
9	UP	6766	44	UP	6801
10	UP	6767	45	UP	6802
11	UP	6768	46	UP	6803
12	UP	6769	47	UP	6804
13	UP	6770	48	UP	6805
14	UP	6771	49	UP	6806
15	UP	6772	50	UP	6807
16	UP	6773	51	UP	6808
17	UP	6774	52	UP	6809
18	UP	6775	53	UP	6810
19	UP	6776	54	UP	6811
20	UP	6777	55	UP	6812
21	UP	6778	56	UP	6813
22	UP	6779	57	UP	6814
23	UP	6780	58	UP	6815
24	UP	6781	59	UP	6816
25	UP	6782	60	UP	6817
26	UP	6783	61	UP	6818
27	UP	6784	62	UP	6819
28	UP	6785	63	UP	6820
29	UP	6786	64	UP	6821
30	UP	6787	65	UP	6822
31	UP	6788	66	UP	6823
32	UP	6789	67	UP	6824
33	UP	6790	68	UP	6825
34	UP	6791	69	UP	6826
35	UP	6792			

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: 7/24/12

Edward M Luria
Edward M. Luria