

RECORDATION NO. 18882-0 FILED

MAR 15 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

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

March 15, 2011

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, Release of Lien and Bill of Sale (UPRR 1994-A), dated as of January 3, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Indenture and Security Agreement, Lease Agreement and related documents previously filed with the Commission and the Board under Recordation Numbers 18882 and 18883.

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

Indenture Trustee: The Bank of New York Mellon Trust Company,
N.A. (f/k/a BNY Midwest Trust Company)
One Wall Street
New York, NY 10286

Owner Trustee/
Lessor: U.S. Bank National Association
225 Franklin Street
Boston, Massachusetts 02110

Lessee: Union Pacific Railroad Company
1416 Douglas Street
Omaha NE 68179-1580

Chief
Section of Administration
March 15, 2011
Page 2

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

2 hopper railcars TERMINATED: UP 88706 and UP 89216.

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

Lease Termination, Release of Lien and Bill of Sale (UPRR 1994-A).

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 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 18882-0 FILED

MAR 15 '10 -8 00 AM

EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

(UPRR 1994-A)

**LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE**

Dated as of January 3, 2011

among

**UNION PACIFIC RAILROAD COMPANY,
as Lessee**

**U.S. BANK, NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly provided,
but solely as Owner Trustee/Lessor**

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(formerly known as BNY Midwest Trust Company),
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 LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE (this "Agreement"), dated as of January 3, 2011, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), U.S. BANK, NATIONAL ASSOCIATION (successor to The First National Bank of Boston), not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (formerly known as BNY Midwest Trust Company), as Indenture Trustee (the "Indenture Trustee"). Capitalized terms used herein without definition shall have the respective meanings set forth in Schedule X to the Indenture, as 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 1994-A) dated as of June 1, 1994 (as amended, supplemented and modified to date, the "Participation Agreement"); (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement (UPRR 1994-A) dated as of June 1, 1994 (as amended, supplemented and modified to date, the "Lease"); and (iii) the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement (UPRR 1994-A) dated as of June 1, 1994 (as amended, supplemented and modified to date, the "Indenture"); and

WHEREAS, two (2) covered hopper railcars 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 Trust Certificate 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 Trustee 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 unit of equipment and needed to effect a partial redemption of the Equipment Trust Certificate 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 Trustee 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 Trustee, 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," free and clear of all right, title and

interest of Lessor, or any Affiliate thereof, and Lessor's Liens, to have and to hold all and singular the Terminated Equipment unto the Lessee, its successors and assigns forever.

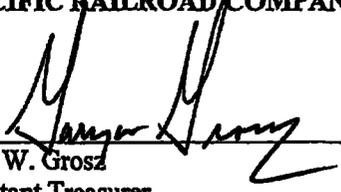
3. Except as amended hereby, the Lease and Indenture are hereby confirmed and ratified and shall continue in full force and effect.

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

U.S. BANK, NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee, as the Owner Trustee and the Lessor

By: 
Name: **EARL W. DENNISON JR.**
Title: **VICE PRESIDENT**

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

By: _____
Name: _____
Title: _____

interest of Lessor, or any Affiliate thereof, and Lessor's Liens, 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

U.S. BANK, NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee, as the Owner Trustee and the Lessor

By: _____
Name: _____
Title: _____

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

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

State of Nebraska)
) ss
County of Douglas)

On this 14th day of March, 2011, 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: 12-5-11

State of Massachusetts)
) ss
County of Suffolk)

On this 1st day of March, 2011, before me, a notary public, personally appeared **EARL W. DENNISON JR.**, to me personally known, who being by me duly sworn says that he or she is the VICE PRESIDENT of U.S. BANK, NATIONAL ASSOCIATION, 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)

Cecil A. Gilbert
Notary Public **CECIL A. GILBERT**

JUL 9 2018

My Commission Expires: _____

State of Illinois)
) ss
County of Cook)

On this _____ day of _____, 2011, 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 THE BANK OF NEW YORK MELLON TRUST COMPANY, 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 _____, 2011, 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 Massachusetts)
)
County of Suffolk) ss

On this ____ day of _____, 2011, 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 U.S. BANK, NATIONAL ASSOCIATION, 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 Illinois)
)
County of Cook) ss

On this 11th day of March, 2011, before me, a notary public, personally appeared D. G. DONOVAN, to me personally known, who being by me duly sworn says that he or she is the VICE PRESIDENT of THE BANK OF NEW YORK MELLON TRUST COMPANY, 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: 1-7-12



Lease Termination, Release of Lien and Bill of Sale
UPRR 1994-A (January 3, 2011)

EXHIBIT A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Covered Hopper	2	UP 88706 UP 89216

EXHIBIT B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Lease Agreement (UPRR 1994-A), dated as of June 1, 1994	July 6, 1994	18883
Indenture and Security Agreement (UPRR 1994-A), dated as of June 1, 1994	July 6, 1994	18882
Lease and Indenture Supplement No. 1 (UPRR 1994-A), dated as of July 6, 1994	July 6, 1994	18883-A 18882-A
Lease and Indenture Supplement No. 2 (UPRR 1994-A), dated as of September 30, 1994	September 30, 1994	18883-B 18882-B
Memorandum of Succession of Owner Trustee, dated as of November 1, 1997	November 28, 1997	18883-C 18882-C
Memorandum of Lease and Indenture Supplement No. 3 (UPRR 1994-A), dated as of November 1, 2004	October 29, 2004	18883-E
Memorandum of Lease and Indenture Supplement No. 3 (UPRR 1994-A), dated as of November 1, 2004	March 11, 2005	18882-F
Statement of Change in Reporting Marks, dated as of December 28, 2005	December 30, 2005	18883-H 18882-H

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Lease Agreement (UPRR 1994-A), dated as of June 1, 1994	July 6, 1994	9877
Indenture and Security Agreement (UPRR 1994-A), dated as of June 1, 1994	July 6, 1994	9878
Lease and Indenture Supplement No. 1 (UPRR 1994-A), dated as of July 6, 1994	July 6, 1994	9872
Lease and Indenture Supplement No. 2 (UPRR 1994-A), dated as of September 30, 1994	September 30, 1994	9863
Memorandum of Lease and Indenture Supplement No. 3 (UPRR 1994-A), dated as of November 1, 2004	October 29, 2004	16075
Statement of Change in Reporting Marks, dated as of December 28, 2005	December 30, 2005	17220

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 3/15/11



Robert W. Alvord