RECORDATION NO. 18883-V FILED
December 11, 2014 11:20 AM
SURFACE TRANSPORTATION BOARD

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

December 11, 2014

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, dated as of July 1, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with 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)<br>One Wall Street<br>New York, NY 10286 |
| Owner Trustee/Lessor: | U.S. Bank National Association (successor to The First National Bank of Boston)<br>225 Franklin Street<br>Boston, MA 02110 |
| Lessee: | Union Pacific Railroad Company<br>1416 Dodge Street<br>Omaha, NE 68179 |

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

2 covered hopper railcars TERMINATED: UP 88632 and UP 88741.

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

Lease Termination, Release of Lien and Bill of Sale.

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

RECORDATION NO. 18883-V FILED
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SURFACE TRANSPORTATION BOARD

**EXECUTION VERSION**

(UPRR 1994-A)

# LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE

Dated as of January 2, 2014

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 2, 2014, 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: _____
Title: _____

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

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

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: Todd R. DiNezza
Name: Todd R. DiNezza
Title: Assistant Vice President

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

By: _____
Name: _____
Title: _____

State of Nebraska )
) ss
County of Douglas )

On this 17th day of November, 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)

GENERAL NOTARY - State of Nebraska
PAM NEUMAN
My Comm. Exp. Dec. 15, 2014

Pam Neuman
Notary Public

My Commission Expires: 12-15-2014

State of Massachusetts )
) ss
County of Suffolk )

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 **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 )
) ss
County of Cook )

On this 5th day of November, 2014, 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)

"OFFICIAL SEAL"
Julie Meadors
Notary Public, State of Illinois
My Commission Expires 2/6/16

Notary Public

My Commission Expires: 2-6-16

State of Nebraska )
) ss
County of Douglas )

On this 8th 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)

Ann M. Cappellette
Notary Public

My Commission Expires: May 15, 2020

State of Massachusetts )
) ss
County of Suffolk )

On this 8th day of December, 2014, before me, a notary public, personally appeared TODD R. DiNEZZA, to me personally known, who being by me duly sworn says that he or she is the Asst. 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)

Ann M. Cappellette
Notary Public

My Commission Expires: May 15, 2020

State of Illinois )
) ss
County of Cook )

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 **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: _____

## EXHIBIT A

## SCHEDULE OF TERMINATED EQUIPMENT

| Description | Quantity | Road Number |
|---|---|---|
| Covered Hopper | 2 | UP 88661<br>UP 88729 |

## EXHIBIT B

### ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

| Description | Date Filed | Recordation Number |
|---|---|---|
| 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<br>18882-A |
| Lease and Indenture Supplement No. 2 (UPRR 1994-A), dated as of September 30, 1994 | September 30, 1994 | 18883-B<br>18882-B |
| Memorandum of Succession of Owner Trustee, dated as of November 1, 1997 | November 28, 1997 | 18883-C<br>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<br>18882-H |

### ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

| Description | Date Filed | Recordation Number |
|---|---|---|
| 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, 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: 12/11/14

Edward M Luria

Edward M. Luria