RECORDATION NO 19496-J FILED
October 28, 2013 04:15 PM
SURFACE TRANSPORTATION BOARD

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

October 28, 2013

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 1995-A-2), dated as of January 2, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memoranda of Lease Agreement, Indenture and Security Agreement and related documents previously filed with the Board under Recordation Numbers 19496 and 19497.

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

Lessee:	Union Pacific Railroad Company 1400 Douglas Street, Stop 1580 Omaha, NE 68179
Owner Trustee/ Lessor:	Wells Fargo Bank Northwest, N.A. (successor to First Security Bank of Utah, NA) 299 South Main Street, 12th Floor Salt Lake City, UT 84111
Indenture Trustee:	The Bank of New York Mellon Trust Company, N.A. (successor to Harris Trust and Savings Bank) One Wall Street New York, NY 10286

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

1 covered hopper RELEASED: UP 90134.

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

Lease Termination, Release of Lien and Bill of Sale (UPRR 1995-A-2).

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,

Edward M. Luria

EML/sem
Enclosures

RECORDATION NO 19496-J FILED
October 28, 2013 04:15 PM
SURFACE TRANSPORTATION BOARD

EXECUTION VERSION

(UPRR 1995-A-2)

LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE

Dated as of January 2, 2013

among

UNION PACIFIC RAILROAD COMPANY,
as Lessee

WELLS FARGO BANK NORTHWEST, N.A.,
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.,
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, 2013, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), WELLS FARGO BANK NORTHWEST, N.A. (successor to First Security Bank of Utah, N.A.), 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. (successor to Harris Trust and Savings Bank), as Indenture Trustee (the "Indenture Trustee"). Capitalized terms used herein without definition shall have the respective meanings set forth in Schedule X to the Participation Agreement, 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, dated as of June 20, 1995 (as amended, supplemented and modified to date, the "Participation Agreement"); (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement, dated as of June 20, 1995 (as amended, supplemented and modified to date, the "Lease"); and (iii) as a result of the December 1, 2006 refinancing of the leveraged lease financing of the railroad rolling stock, the Indenture Trustee and the Owner Trustee entered into an Indenture and Security Agreement (UPRR 1995-A-2) dated as of December 1, 2006 (as amended, supplemented and modified to date, the "Indenture"), which replaced the original Indenture and Security Agreement, dated as of June 20, 1995, between the Indenture Trustee and Owner Trustee; and

WHEREAS, one (1) covered hopper railcar has suffered an Event of Loss and the Lessee has elected not to replace such unit of equipment and shall pay the Stipulated Loss Value and all other amounts required to be paid with respect to such unit of equipment under the Lease; and

WHEREAS, a pro rata portion of each applicable Equipment Trust Certificate for such unit 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 unit of equipment from the Lien of the Indenture, and the Lease provides for the termination of the Lease with respect to such unit of equipment and the transfer of the Lessor's right, title and interest in and to such unit 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

WELLS FARGO BANK NORTHWEST, N.A.,
not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee, as the Owner Trustee and the Lessor

By: _____
Name: Brandon Mills
Title: Vice President

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

By: _____
Name: _____
Title: _____

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

WELLS FARGO BANK NORTHWEST, N.A.,
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 22nd day of October, 2013, 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
Pam Neuman, Notary Public

My Commission Expires: 12-15-2014

State of Utah)
) ss
County of Salt Lake)

On this 14th day of October, 2013, 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)

CYNTHIA SCANLON
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 583836
COMM. EXP. 04-20-2014

Notary Public

My Commission Expires: 04/20/2014

State of Illinois)
) ss
County of Cook)

On this _____ day of _____, 2013, 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)
) ss
County of Douglas)

On this _____ day of _____, 2013, 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)

_____
Pam Neuman, Notary Public

My Commission Expires: _____

State of Utah)
) ss
County of Salt Lake)

On this _____ day of _____, 2013, 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 Illinois)
) ss
County of Cook)

On this 16th day of October, 2013, 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)

Diane Mary Wuertz
Notary Public

My Commission Expires: 02/03/2014

OFFICIAL SEAL
DIANE MARY WUERTZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/03/14

EXHIBIT A

SCHEDULE OF TERMINATED EQUIPMENT

Description	Quantity	Road Number
Covered Hopper	1	UP 90134

EXHIBIT B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

Description	**Date Filed**	**Recordation Number**
Memorandum of Lease Agreement, dated June 20, 1995	June 28, 1995	19496
Memorandum of Indenture and Security Agreement, dated June 20, 1995	June 28, 1995	19497
Memorandum of Lease Assignment, dated September 20, 1995		19496-A
Memorandum of Lease Supplement, dated September 20, 1995	September 27, 1995	19496-B
Memorandum of Lease Assignment Supplement, dated September 20, 1995	September 27, 1995	19496-C
Memorandum of Indenture Supplement, dated September 20, 1995	September 27, 1995	19497-A
Memorandum of Lease Supplement, dated November 20, 1995	December 1, 1995	19496-D
Memorandum of Lease Assignment Supplement, dated November 20, 1995	December 1, 1995	19496-E
Memorandum of Indenture Supplement, dated November 20, 1995	December 1, 1995	19497-B
Memorandum of Amended and Restated Equipment Description (UPRR 1995-A-2), dated December 1, 2006	November 29, 2006	19496-F
Memorandum of Indenture and Security Agreement (UPRR 1995-A-2), dated December 1, 2006	November 29, 2006	19496-G
Memorandum of Lease and Indenture Supplement No. 4 (UPRR 1995-A-2), dated December 1, 2006	November 29, 2006	19496-H
Memorandum of Lease Assignment (UPRR 1995-A-2), dated December 1, 2006	November 29, 2006	19496-I
Termination of Indenture and Security Agreement, dated December 1, 2006	December 1, 2006	19497-C

EXHIBIT B

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

Description	Date Filed	Document Key
Lease Agreement, dated June 20, 1995	June 28, 1995	9860
Indenture and Security Agreement, dated June 20, 1995	June 28, 1995	9862
Memorandum of Lease Assignment, dated June 20, 1995	June 28, 1995	9861
Memorandum of Lease and Indenture Supplement, dated September 20, 1995	September 28, 1995	379
Memorandum of Lease and Indenture Supplement, dated November 20, 1995	November 20, 1995	1084
Memorandum of Amended and Restated Equipment Description (UPRR 1995-A-2), dated December 1, 2006	November 29, 2006	18012
Memorandum of Indenture and Security Agreement (UPRR 1995-A-2), dated December 1, 2006	November 29, 2006	18011
Memorandum of Lease and Indenture Supplement No. 4 (UPRR 1995-A-2), dated December 1, 2006	November 29, 2006	18013
Memorandum of Lease Assignment (UPRR 1995-A-2), dated December 1, 2006	November 29, 2006	18014
Termination of Indenture and Security Agreement, dated December 1, 2006	December 1, 2006	18022

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: 10/28/13

Edward M Luria

Edward M. Luria