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July 6, 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 Lease Termination and Release of Liens, dated as of July 2, 2015, 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 Number 18636.

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

Indenture Trustee: U.S. Bank National Association (successor to
State Street Bank and Trust Company of
Connecticut, National Association)
225 Asylum Street
Hartford, CT 06103

Owner Trustee/
Lessor: U.S. Bank National Association (successor to
Shawmut Bank Connecticut, National
Association)
225 Asylum Street
Hartford, CT 06103

Lessee: Union Pacific Railroad Company (successor to
Southern Pacific Transportation Company)
1416 Douglas Street
Omaha, NE 68179-1580

Section Chief
July 6, 2015
Page 2

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

All railroad equipment covered by the Equipment Lease Agreement filed under Rec. No. 18636 and the Trust Indenture Supplement No. 2 filed under Rec. No. 18636-A is hereby TERMINATED and RELEASED: 25 locomotives SP 9770 – SP 9794, inclusive, and 25 locomotives SP 9800 – SP 9824, inclusive.

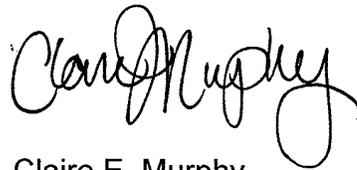
A short summary of the document to appear in the index is:

Lease Termination and Release of Liens.

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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive style with a large, looping "y" at the end.

Claire E. Murphy

CEM
Enclosures

(SPTC Trust No. 1993-1)

LEASE TERMINATION
AND
RELEASE OF LIENS

Dated as of July 2, 2015

among

UNION PACIFIC RAILROAD COMPANY
(successor to Southern Pacific Transportation Company)
as Lessee

U.S. BANK NATIONAL ASSOCIATION
(successor to Shawmut Bank Connecticut, National Association)
(not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee)
as Lessor

and

U.S. BANK NATIONAL ASSOCIATION
(successor to State Street Bank and Trust Company of Connecticut, 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, 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 EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

THIS LEASE TERMINATION AND RELEASE OF LIENS (this "Agreement"), dated as of July 2, 2015, among UNION PACIFIC RAILROAD COMPANY (successor to Southern Pacific Transportation Company), a Delaware corporation (the "Lessee"), U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association), a national banking association, not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and U.S. BANK NATIONAL ASSOCIATION (successor to State Street Bank and Trust Company of Connecticut, National Association), a national banking association, as Indenture Trustee (the "Indenture Trustee"). Capitalized terms used herein without definition shall have the respective meanings set forth in Appendix A to the Lease 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 (SPTC Trust No. 1993-1) dated as of December 15, 1993 (as amended, supplemented and modified to date, the "Participation Agreement"); (ii) the Lessor and the Lessee have heretofore entered into an Equipment Lease Agreement (SPTC Trust No. 1993-1) dated as of December 15, 1993 (as amended, supplemented and modified to date, the "Lease"); and (iii) the Indenture Trustee and the Owner Trustee entered into a Trust Indenture and Security Agreement (SPTC Trust No. 1993-1) dated as of December 15, 1993, between the Indenture Trustee and Owner Trustee; and

WHEREAS, the Lease provides for the transfer of all of the Lessor's right, title and interest in and to the locomotives listed on Exhibit A attached hereto and incorporated herein by this reference (the "Released Equipment") and for the termination of the Lease with respect to the Released Equipment should Lessee exercise its purchase option in accordance with Section 22.1(b) of the Lease ("Purchase Option"); and

WHEREAS, the Lessee provided notice to Lessor dated September 30, 2014, that it has elected to exercise its Purchase Option with respect to the Released Equipment and has paid the purchase price in full in accordance with Section 22.1(b) of the Lease (the "Purchase Price"); and

WHEREAS, the Owner Participant, Lessor, Lessee and Indenture Trustee have entered into a Termination and Release Agreement (SPTC Trust No. 1993-1) dated as of the date hereof (the "Termination") memorializing the parties understandings with respect to the Lessee's exercise of its Purchase Option;

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

1. The Lessor and Indenture Trustee do hereby acknowledge the Lessee's payment of the Purchase Price; and (a) any and all Liens under the Indenture with respect to the Released Equipment are hereby released and canceled; and (b) the Lease is hereby terminated and canceled with respect to the Released Equipment, and the Lessor has granted, bargained, sold, transferred and conveyed unto the Lessee without recourse or warranty except as provided in the Bill of Sale (as defined in the Termination) all of its right, title and interest in and to the Released Equipment, "as is, where is," to have and to hold all and singular the Released Equipment unto the Lessee, its successors and assigns forever.

2. This Agreement 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.

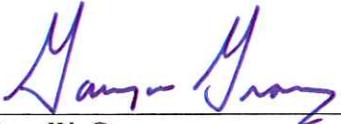
3. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Released Equipment described on Exhibit A attached hereto.

4. This Agreement shall be governed by and construed in accordance with the laws of New York.

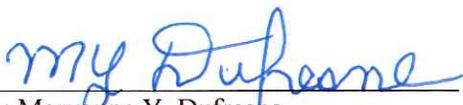
[REMAINDER OF PAGE INTENTIONALLY BLANK]

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, but solely as Owner Trustee,
as Lessor

By: 
Name: Maryanne Y. Dufresne
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as Indenture Trustee

By: _____
Name:
Title:

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, but solely as Owner Trustee,
as Lessor

By: _____
Name:
Title:

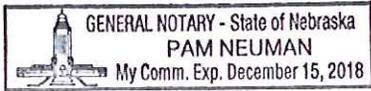
U.S. BANK NATIONAL ASSOCIATION,
as Indenture Trustee

By: Laura Cawley
Name:
Title: **Laura Cawley
Vice President**

State of Nebraska)
) ss
County of Douglas)

On this 23rd day of June, 2015, 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** (successor to Southern Pacific Transportation Company), as **Lessee**, 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)



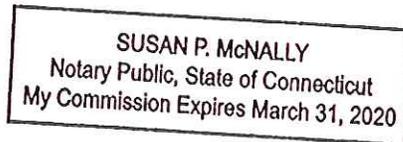
Pam Neuman
Notary Public

My Commission Expires: 12-15-2018

State of Connecticut)
) ss
County of Hartford)

On this 19th day of June, 2015, before me, a notary public, personally appeared Maryanne Y. Dufresne, to me personally known, who being by me duly sworn says that he/she is the Vice President of **U.S. BANK NATIONAL ASSOCIATION** (successor to Shawmut Bank Connecticut, National Association), as **Owner Trustee**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Susan P. McNally
Notary Public

My Commission Expires:

Commonwealth of Massachusetts)
) ss
County of Suffolk)

On this ____ day of June, 2015, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he/she is the _____ of **U.S. BANK NATIONAL ASSOCIATION** (successor to State Street Bank and Trust Company of Connecticut, National Association), as **Indenture Trustee**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he/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 June, 2015, 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** (successor to Southern Pacific Transportation Company), as Lessee, 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 Connecticut)
)
County of Hartford) ss

On this ____ day of June, 2015, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he/she is the _____ of **U.S. BANK NATIONAL ASSOCIATION** (successor to Shawmut Bank Connecticut, National Association), as **Owner Trustee**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he/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:

Commonwealth of Massachusetts)
)
County of Suffolk) ss

On this 18th day of June, 2015, before me, a notary public, personally appeared LAURA CAWLEY, to me personally known, who being by me duly sworn says that he/she is the Vice President of **U.S. BANK NATIONAL ASSOCIATION** (successor to State Street Bank and Trust Company of Connecticut, National Association), as **Indenture Trustee**, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Maria I. Arguello

Notary Public

My Commission Expires:

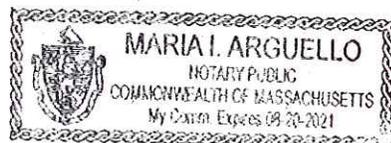


Exhibit A
SCHEDULE OF RELEASED EQUIPMENT

Description: GP60 3,800 HP Locomotives
Quantity: 25
Road Numbers: As indicated below

<i>Count</i>	<i>Original Mark</i>	<i>Original Number</i>	<i>Current Mark</i>	<i>Current Number</i>
1	SP	9771	UP	1091
2	SP	9770	UP	1077
3	SP	9772	UP	1119
4	SP	9773	UP	1097
5	SP	9774	UP	1007
6	SP	9775	UP	1046
7	SP	9776	UP	2075
8	SP	9777	UP	2076
9	SP	9779	UP	1107
10	SP	9778	UP	1016
11	SP	9780	UP	1096
12	SP	9781	UP	1092
13	SP	9782	UP	1003
14	SP	9783	UP	1113
15	SP	9784	UP	1006
16	SP	9785	UP	1122
17	SP	9786	UP	1017
18	SP	9787	UP	1069
19	SP	9788	UP	1087
20	SP	9789	UP	1062
21	SP	9790	UP	1031
22	SP	9792	UP	1121
23	SP	9791	UP	1112
24	SP	9793	UP	1001
25	SP	9794	UP	1015

Description: SD70M 4,000 HP Locomotives
Quantity: 25
Road Numbers: As indicated below

<i>Count</i>	<i>Original Mark</i>	<i>Original Number</i>	<i>Current Mark</i>	<i>Current Number</i>
1	SP	9800	UP	3974
2	SP	9801	UP	3975
3	SP	9802	UP	3976
4	SP	9803	UP	3977
5	SP	9804	UP	3978
6	SP	9805	UP	3979
7	SP	9806	UP	3980
8	SP	9807	UP	3981
9	SP	9808	UP	3982
10	SP	9809	UP	3983
11	SP	9810	UP	3984
12	SP	9811	UP	3986
13	SP	9812	UP	3987
14	SP	9813	UP	3988
15	SP	9814	UP	3989
16	SP	9815	UP	3990
17	SP	9816	UP	3991
18	SP	9817	UP	3992
19	SP	9818	UP	3993
20	SP	9819	UP	3994
21	SP	9820	UP	3995
22	SP	9821	UP	3996
23	SP	9822	UP	3997
24	SP	9823	UP	3998
25	SP	9824	UP	3999

Exhibit B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Equipment Lease Agreement (SPTC Trust No. 1993-1), dated as of December 15, 1993	December 30, 1993	18636
Trust Indenture and Security Agreement (SPTC Trust No. 1993-1), dated as of December 15, 1993	December 30, 1993	18636-A
Lease Supplement No. 1 (SPTC Trust No. 1993-1), dated as of December 30, 1993	December 30, 1993	18636-B
Trust Indenture Supplement No. 1 (SPTC Trust No. 1993-1), dated as of December 30, 1993	December 30, 1993	18636-C
Lease Supplement No. 2 (SPTC Trust No. 1993-1), dated as of February 4, 1994	February 4, 1994	18636-D
Trust Indenture Supplement No. 2 (SPTC Trust No. 1993-1), dated as of February 4, 1994	February 4, 1994	18636-E
Lease Supplement No. 3 (SPTC Trust No. 1993-1), dated as of June 29, 1994	June 29, 1994	18636-F
Trust Indenture Supplement No. 3 (SPTC Trust No. 1993-1), dated as of June 29, 1994	June 29, 1994	18636-G
Lease Supplement No. 4 (SPTC Trust No. 1993-1), dated as of July 28, 1994	July 28, 1994	18636-K
Trust Indenture Supplement No. 4 (SPTC Trust No. 1993-1), dated as of July 28, 1994	July 28, 1994	18636-L
Lease Supplement No. 5 (SPTC Trust No. 1993-1), dated as of August 30, 1994	August 30, 1994	18636-V
Trust Indenture Supplement No. 5 (SPTC Trust No. 1993-1), dated as of August 30, 1994	August 30, 1994	18636-W
Statement of Change in Reporting Marks and/or Road Numbers, dated as of September 11, 2002	September 11, 2002	18636-TT
Statement of Change in Reporting Marks and/or Road Numbers, dated as of September 13, 2002	September 17, 2002	18636-UU
Statement of Change in Reporting Marks and/or Road Numbers, dated as of May 5, 2003	May 8, 2003	18636-VV
Statement of Change in Reporting Marks and/or Road Numbers, dated as of June 10, 2003	June 11, 2003	18636-WW
Statement of Change in Reporting Marks and/or Road Numbers, dated as of June 10, 2003	June 11, 2003	18636-XX
Statement of Change in Reporting Marks and/or Road Numbers, dated as of August 23, 2004	September 7, 2004	18636-YY
Statement of Change in Reporting Marks and/or Road Numbers, dated as of March 21, 2005	April 5, 2005	18636-CCC
Statement of Change in Reporting Marks and/or Road Numbers, dated as of November 3, 2008	November 5, 2008	18636-EEE
Memorandum of Beneficial Interest Transfer Agreement, dated as of September 20, 2010	September 20, 2010	18636-FFF
Statement of Change in Reporting Marks and/or Road Numbers, dated as of April 30, 2015	April 30, 2015	18636-GGG

Exhibit B (continued)

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Document Key Number</u>
Equipment Lease Agreement (SPTC Trust No. 1993-1), dated as of December 15, 1993	December 30, 1993	9266
Trust Indenture and Security Agreement (SPTC Trust No. 1993-1), dated as of December 15, 1993	December 30, 1993	9268
Lease Supplement No. 1 (SPTC Trust No. 1993-1), dated as of December 30, 1993	December 30, 1993	9267
Trust Indenture Supplement No. 1 (SPTC Trust No. 1993-1), dated as of December 30, 1993	December 30, 1993	9269
Lease Supplement No. 2 (SPTC Trust No. 1993-1), dated as of February 4, 1994	February 4, 1994	9260
Trust Indenture Supplement No. 2 (SPTC Trust No. 1993-1), dated as of February 4, 1994	February 4, 1994	9261
Lease Supplement No. 3 (SPTC Trust No. 1993-1), dated as of June 29, 1994	June 29, 1994	9249
Trust Indenture Supplement No. 3 (SPTC Trust No. 1993-1), dated as of June 29, 1994	June 29, 1994	9250
Lease Supplement No. 4 (SPTC Trust No. 1993-1), dated as of July 28, 1994	July 28, 1994	9244
Trust Indenture Supplement No. 4 (SPTC Trust No. 1993-1), dated as of July 28, 1994	July 28, 1994	9243
Lease Supplement No. 5 (SPTC Trust No. 1993-1), dated as of August 30, 1994	August 30, 1994	9240
Trust Indenture Supplement No. 5 (SPTC Trust No. 1993-1), dated as of August 30, 1994	August 30, 1994	9241
Memorandum of Beneficial Interest Transfer Agreement, dated as of September 20, 2010	September 20, 2010	21136
Statement of Change in Reporting Marks and/or Road Numbers, dated as of April 30, 2015	April 30, 2015	24389

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, 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: July 6, 2015



Claire E. Murphy