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

October 7, 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 Partial Lease Termination, Release of Lien and Bill of Sale, effective as of September 8, 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 Number 18443.

The name and address of the party to the enclosed document are:

Owner Trustee/ Lessor:	U.S. Bank National Association 225 Franklin Street Boston, MA 02110
Indenture Trustee:	The Bank of New York Mellon Trust Company, N.A. One Wall Street New York, NY 10286
[Lessee:	Union Pacific Railroad Company 1416 Douglas Street Omaha, NE 68179]

Section Chief
October 7, 2014
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A description of the railroad equipment covered by the enclosed document is:

5 hopper railcars: CNW 490012, CNW 490706, CNW 490813, CNW 490868, and CNW 490919.

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

Partial 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 each of the enclosed document to the undersigned.

Very truly yours,

Edward M. Luria

EML/sem
Enclosures

EXECUTION VERSION

(CNW 1993-B)

PARTIAL LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of September 8, 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.,
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 PARTIAL LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE (this "Agreement"), dated as of September 8, 2014, among UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company), a Delaware corporation (the "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 (the "Owner Trustee" or "Lessor") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to Harris Trust and Savings Bank, successor to BNY Midwest Trust Company), 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), as amended.

WITNESSETH

WHEREAS, (i) the Lessee, the Lessor, and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (CNW 1993-B) dated as of October 14, 1993 (as amended, supplemented and modified to date, the "Participation Agreement"); (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement (CNW 1993-B) dated as of October 14, 1993 (as amended, supplemented and modified to date, the "Lease"); and (iii) as a result of the January 30, 2007 refinancing of the leveraged lease financing of the CNW 1993-B railroad rolling stock, the Indenture Trustee and the Owner Trustee entered into an Indenture and Security Agreement (CNW 1993-B) dated as of January 30, 2007 (as amended, supplemented and modified to date, the "Indenture"), which replaced the original Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993 between the Indenture Trustee and Owner Trustee; and

WHEREAS, the Participation Agreement and the Lease were amended by the Omnibus Amendment (CNW 1993-B) dated as of January 30, 2007 between the Lessee, General Foods Credit Corporation, as original Owner Participant (the "Original Owner Participant"), the Owner Trustee, the original Indenture Trustee and BNY Midwest Trust Company, as Pass Through Trustee.

WHEREAS, five (5) covered jumbo 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 Note 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 units of equipment and needed to effect a partial redemption of the Equipment Note 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. Notwithstanding the foregoing, the indemnification obligations of Lessee in the Lease, if any, relating to the Terminated Equipment expressly survive the foregoing termination.

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.

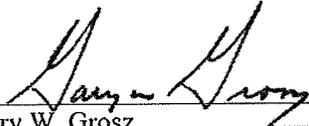
5. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing or deposit, each of the Memoranda described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated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

6. It is expressly understood and agreed that (a) this Agreement is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Lessor and Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Lessor is made and intended not as a representation, undertaking and agreement by U.S. Bank National Association in its individual capacity and (c) under no circumstances shall U.S. Bank National Association be liable in its individual capacity for the payment of any indebtedness or expenses of Lessor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Lessor hereunder, except as set forth in Section 6.01 of the Amended and Restated Trust Agreement No. 2 (CNW 1993-B), dated as of January 30, 2007 between the original Owner Participant and the Owner Trustee.

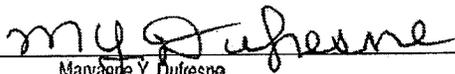
[signature page follows]

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.

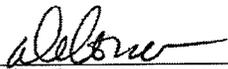
UNION PACIFIC RAILROAD COMPANY,
as Lessee

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: Maryanne Y. Dufresne
Title: Vice President

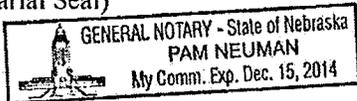
**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
as Indenture Trustee

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

State of Nebraska)
)
) ss
County of Douglas)

On this 7th day of ~~September~~^{October}, 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)



Pam Neuman
Pam Neuman, Notary Public
My Commission Expires: December 15, 2014

State of Connecticut)
)
) ss
County of Hartford)

On this 30th day of September, 2014, before me, a notary public, personally appeared Maryanne Y. Dufresne, 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 national banking association by authority of its Bylaws, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

Susan P. McNally
Notary Public

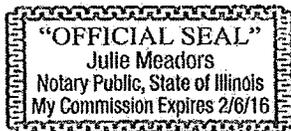
My Commission Expires:



State of Illinois)
)
) ss
County of Cook)

On this 8th day of September, 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)



Julie Meadors
Notary Public

My Commission Expires: 2-6-16

EXHIBIT A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Covered Jumbo Hopper	5	CNW 490012 CNW 490706 CNW 490813 CNW 490868 CNW 490919

EXHIBIT B**ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Lease of Railroad Equipment (CNW 1993-B), dated as of October 14, 1993	October 21, 1993	18443
Trust Indenture and Security Agreement (CNW 1993-B), dated as of October 14, 1993	October 21, 1993	18443-A
Lease Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993	November 29, 1993	18443-B
Indenture Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993	November 29, 1993	18443-C
Lease Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993	December 28, 1993	18443-D
Indenture Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993	December 28, 1993	18443-E
Lease Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993	December 30, 1993	18443-F
Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 2, dated December 30, 1993	January 5, 1994	18443-G
Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 2, dated December 30, 1993	January 5, 1994	18443-H
Lease Supplement (CNW 1993-B) No. 3, dated as of January 28, 1994	January 26, 1994	18443-I
Indenture Supplement (CNW 1993-B) No. 3, dated as of January 28, 1994	January 26, 1994	18443-J
Lease Supplement (CNW 1993-B) No. 4, dated as of January 28, 1994	January 26, 1994	18443-K
Indenture Supplement (CNW 1993-B) No. 4, dated as of January 28, 1994	January 26, 1994	18443-L
Lease Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994	February 28, 1994	18443-M
Indenture Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994	February 28, 1994	18443-N
Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 4, dated as of March 1, 1994	March 17, 1994	18443-O
Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 4, dated as of March 1, 1994	March 17, 1994	18443-P
Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 5, dated as of March 1, 1994	March 17, 1994	18443-Q
Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 5, dated as of March 1, 1994	March 17, 1994	18443-R
Lease Supplement (CNW 1993-B) No. 6, dated as of March 30, 1994	March 29, 1994	18443-S
Indenture Supplement (CNW 1993-B) No. 6, dated as of March 30, 1994	March 29, 1994	18443-T

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Lease Supplement (CNW 1993-B) No. 7, dated as of April 29, 1994	April 28, 1994	18443-U
Indenture Supplement (CNW 1993-B) No. 7, dated as of April 29, 1994	April 28, 1994	18443-V
Lease Supplement (CNW 1993-B) No. 8, dated as of May 31, 1994	May 27, 1994	18443-X
Indenture Supplement (CNW 1993-B) No. 8 dated as of May 31, 1994	May 27, 1994	18443-Y
Instrument of Acknowledgement of Succession, dated as of May 19, 2000	May 19, 2000	18443-AA
Amendment No. 2 to Lease Supplement (CNW 1993-B) No. 5, dated as of July 15, 2003	July 17, 2003	18443-CC
Notice of Succession of Trusteeship, dated as of August 27, 2004	September 22, 2004	18443-EE
Memorandum of Amended and Restated Equipment Description (CNW 1993-B), dated as of January 30, 2007	January 26, 2007	18443-KK
Memorandum of Trust Indenture and Security Agreement (CNW 1993-B), dated as of January 30, 2007	January 26, 2007	18443-LL
Memorandum of Trust Indenture Supplement No. 1 (CNW 1993-B), dated as of January 30, 2007	January 26, 2007	18443-MM
Memorandum of Lease Assignment (CNW 1993-B), dated as of January 30, 2007	January 26, 2007	18443-NN
Termination of Trust Indenture and Security Agreement (CNW 1993-B), dated as of January 30, 2007	January 30, 2007	18443-OO

EXHIBIT B

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Lease of Railroad Equipment (CNW 1993-B), dated as of October 14, 1993	October 22, 1993	4710
Trust Indenture and Security Agreement (CNW 1993-B), dated as of October 14, 1993	October 22, 1993	4709
Lease Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993	November 30, 1993	4706
Indenture Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993		
Lease Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993	December 30, 1993	4701
Indenture Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993	December 30, 1993	4702
Lease Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993		
Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 2, dated December 30, 1993	January 4, 1994	4699
Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 2, dated December 30, 1993		
Lease Supplement (CNW 1993-B) No. 3, dated as of January 28, 1994	January 27, 1994	4749
Indenture Supplement (CNW 1993-B) No. 3, dated as of January 28, 1994	January 27, 1994	4750
Lease Supplement (CNW 1993-B) No. 4, dated as of January 28, 1994	January 27, 1994	4747
Indenture Supplement (CNW 1993-B) No. 4, dated as of January 28, 1994		
Lease Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994	February 28, 1994	4743
Indenture Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994	February 28, 1994	4744
Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 4, dated as of March 1, 1994	March 14, 1994	4737
Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 4, dated as of March 1, 1994		
Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 5, dated as of March 1, 1994	March 14, 1994	4741
Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 5, dated as of March 1, 1994	March 14, 1994	4742
Lease Supplement (CNW 1993-B) No. 6, dated as of March 30, 1994	March 30, 1994	4731
Indenture Supplement (CNW 1993-B) No. 6, dated as of March 30, 1994	March 30, 1994	4732

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Lease Supplement (CNW 1993-B) No. 7, dated as of April 29, 1994	April 28, 1994	4727
Indenture Supplement (CNW 1993-B) No. 7, dated as of April 29, 1994	April 28, 1994	4728
Lease Supplement (CNW 1993-B) No. 8, dated as of May 31, 1994	May 27, 1994	4605
Indenture Supplement (CNW 1993-B) No. 8 dated as of May 31, 1994		
Instrument of Acknowledgement of Succession, dated as of May 19, 2000		
Amendment No. 2 to Lease Supplement (CNW 1993-B) No. 5, dated as of July 15, 2003	July 18, 2003	14855
Notice of Succession of Trusteeship, dated as of August 27, 2004		
Memorandum of Amended and Restated Equipment Description (CNW 1993-B), dated as of January 30, 2007	January 26, 2007	
Memorandum of Trust Indenture and Security Agreement (CNW 1993-B), dated as of January 30, 2007	January 26, 2007	
Memorandum of Trust Indenture Supplement No. 1 (CNW 1993-B), dated as of January 30, 2007	January 26, 2007	
Memorandum of Lease Assignment (CNW 1993-B), dated as of January 30, 2007	January 26, 2007	
Termination of Trust Indenture and Security Agreement (CNW 1993-B), dated as of January 30, 2007	January 30, 2007	