RECORDATION NO. 19494-J FILED

SEP 17 '03 3-12 PM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

September 16, 2003

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

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, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial termination and relates to the Memorandum of Lease, as supplemented, which was previously filed with the Board under Recordation Number 19494.

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

Lessee:	Union Pacific Railroad Company 1416 Dodge Street Omaha, NE 68179
Lessor:	Wells Fargo Bank Northwest, N.A. 79 South Main Street Salt Lake City, UT 84111
Indenture Trustee:	BNY Midwest Trust Company 2 North LaSalle Street Suite 1020 Chicago, IL 60602

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

32 covered hoppers within the series UP 89451 – UP 90849

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

Lease Termination, Release of Lien and Bill Sale

Also enclosed is a check in the amount of $30.00 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,

Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 19494-J FILED

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SURFACE TRANSPORTATION BOARD

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of July 1, 2003

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

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 July 1, 2003, among UNION PACIFIC RAILROAD COMPANY (successor to Chicago and Northwestern Transportation Company), a Delaware corporation (the "Lessee"), WELLS FARGO BANK NORTHWEST, N.A. (successor to First Security Bank of Utah, National Association), not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and BNY MIDWEST TRUST COMPANY (successor to Harris Trust and Savings Bank), an Illinois trust company, as Indenture Trustee (the "Indenture Trustee").

WITNESSETH

WHEREAS, the Lessee, the Lessor, and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement, the Lessor and the Lessee have heretofore entered into a Lease Agreement and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement, each dated as of June 15, 1995 (such documents referred to herein as the "Participation Agreement," the "Lease," and the "Indenture," respectively). (Capitalized terms used herein without definition shall have the respective meanings set forth in the Participation Agreement); and

WHEREAS, thirty-two (32) Covered Hoppers 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 Covered Hoppers 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 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 Covered Hoppers listed on Exhibit A attached hereto and incorporated herein by this reference (the "Terminated Equipment") is hereby released and canceled, 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 the 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: Gary W. Grosz
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: Megan C. Giamalakis
Name: MEGAN C. GIAMALAKIS
Title: TRUST OFFICER

BNY MIDWEST TRUST COMPANY,
as Indenture Trustee

By: _____
Name: _____
Title: _____

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: _____
Title: _____

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: _____

BNY MIDWEST TRUST COMPANY,
as Indenture Trustee

By: _____
Name: D. G. DONOVAN
Title: Assistant Vice President

State of Nebraska)
) ss
County of Douglas)

On this 12th day of September, 2003, 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 Asst. 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, 2006

Pam Neuman
Notary Public

My Commission Expires: 12-15-06

State of Utah)
) ss
County of Salt Lake)

On this 9th day of September, 2003, before me, a notary public, personally appeared Megan C. Gianatakis to me personally known, who being by me duly sworn says that he or she is the Trust Officer 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
MARGIE WALKER
299 South Main Street 12th Floor
Salt Lake City UT 84111
My Commission Expires March 17, 2007
State of Utah

Notary Public

My Commission Expires

State of Illinois)
) ss
County of Cook)

On this _____ day of _____, 2003, 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 BNY MIDWEST TRUST COMPANY 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 _____, 2003, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ 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)
) ss
County of)

On this _____ day of _____, 2003, 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 28th day of July, 2003, 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 Assistant Vice President of BNY MIDWEST TRUST COMPANY 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)

K. Gibson
Notary Public

My Commission Expires

"OFFICIAL SEAL"
K. Gibson
Notary Public, State of Illinois
My Commission Expires 7/8/06

Exhibit A

SCHEDULE OF TERMINATED EQUIPMENT

Description	Quantity	Road Number
Covered Hoppers	1	UP 89451
Covered Hoppers	1	UP 89474
Covered Hoppers	1	UP 89480
Covered Hoppers	1	UP 89638
Covered Hoppers	1	UP 89644
Covered Hoppers	1	UP 89665
Covered Hoppers	1	UP 89682
Covered Hoppers	1	UP 89773
Covered Hoppers	1	UP 90179
Covered Hoppers	1	UP 90204
Covered Hoppers	1	UP 90214
Covered Hoppers	1	UP 90221
Covered Hoppers	1	UP 90248
Covered Hoppers	1	UP 90268
Covered Hoppers	1	UP 90278
Covered Hoppers	1	UP 90299
Covered Hoppers	1	UP 90319
Covered Hoppers	1	UP 90345
Covered Hoppers	1	UP 90394
Covered Hoppers	1	UP 90411
Covered Hoppers	1	UP 90415
Covered Hoppers	1	UP 90497
Covered Hoppers	1	UP 90545
Covered Hoppers	1	UP 90598
Covered Hoppers	1	UP 90606
Covered Hoppers	1	UP 90659
Covered Hoppers	1	UP 90692
Covered Hoppers	1	UP 90727
Covered Hoppers	1	UP 90739
Covered Hoppers	1	UP 90785
Covered Hoppers	1	UP 90823
Covered Hoppers	1	UP 90849

Exhibit B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

	Description	Date Filed	Recordation Number
(1)	Memorandum of Lease Agreement, dated June 15, 1995	June 28, 1995	19494
(2)	Memorandum of Indenture and Security Agreement, dated June 15, 1995	June 28, 1995	19495
(3)	Memorandum of Lease Agreement, dated June 15, 1995	June 28, 1995	19494-A
(4)	Memorandum of Lease Supplement, dated September 15, 1995	September 27, 1995	19494-B
(5)	Memorandum of Lease Assignment Supplement, dated September 15, 1995	September 27, 1995	19494-C
(6)	Memorandum of Indenture Supplement, dated September 15, 1995	September 27, 1995	19495-A
(7)	Memorandum of Indenture Supplement, dated November 15, 1995	December 1, 1995	19495-B
(8)	Memorandum of Lease Supplement, dated November 15, 1995	December 1, 1995	19494-D
(9)	Memorandum of Lease Assignment Supplement, dated November 15, 1995	December 1, 1995	19494-E
(10)	Amended and Restated Memorandum of Lease Agreement, dated June 15, 1995	March 14, 1996	19494-H
(11)	Amended and Restated Memorandum of Lease Assignment, dated June 15, 1995	March 14, 1996	19494-I
(12)	Amended and Restated Memorandum of Indenture and Security Agreement, dated June 15, 1995	March 14, 1996	19495-D
(13)	Memorandum of Lease Supplement, dated February 1, 1996	February 12, 1996	19494-F
(14)	Memorandum of Lease Assignment Supplement, dated February 1, 1996	February 12, 1996	19494-G

(15)	Memorandum of Indenture Supplement, dated February 1, 1996	February 12, 1996	19495-C

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

	Description	Date Filed
(1)	Memorandum of Lease Agreement, dated June 15, 1995	June 28, 1995
(2)	Memorandum of Indenture and Security Agreement, dated June 15, 1995	June 28, 1995
(3)	Memorandum of Lease Assignment, dated June 15, 1995	June 28, 1995
(4)	Memorandum of Lease and Indenture Supplement, dated September 15, 1995	September 28, 1995
(5)	Memorandum of Indenture Supplement, dated November 15, 1995	December 5, 1995
(6)	Memorandum of Lease Supplement, dated November 15, 1995	December 5, 1995
(7)	Memorandum of Lease Assignment Supplement, dated November 15, 1995	December 5, 1995
(8)	Memorandum of Lease and Indenture Supplement, dated February 1, 1996	February 13, 1996