

RECORDATION NO. 20824-A FILED

MAY 13 '04

11-29 AM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

May 12, 2004

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 February 27, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial release of certain damaged railcars and relates to the Lease Agreement and the Indenture and Security Agreement, Memoranda of which was previously filed with the Board under Recordation Numbers 20824 and 20825.

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

Indenture Trustee: Citibank, NA
120 Wall Street
New York, New York 10043

Lessor: Chase Manhattan Bank USA, National
Association, as Owner Trustee
1201 Market Street
Wilmington, Delaware 19801

Lessee: Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

Mr. Vernon A. Williams
May 12, 2004
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A description of the railroad equipment covered by the enclosed document
is:

15 gondolas within the series UP 33123 - UP 33301 as more particularly
set forth in the equipment schedule attached to the document, and 2
bilevel autoracks: UPKL 92910 and UPKL 93213.

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 \$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/anm
Enclosures

RECORDATION NO. 20824-A FILED

MAY 13 '04 11-29 AM

SURFACE TRANSPORTATION BOARD

(UPRR 1997-A)

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of February 27, 2004

Among

UNION PACIFIC RAILROAD COMPANY,

as Lessee

CHASE MANHATTAN BANK USA, NATIONAL ASSOCIATION,

not in its individual capacity except as otherwise expressly provided,
but solely as Owner Trustee/Lessor

and

CITIBANK, 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 February 27, 2004, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), CHASE MANHATTAN BANK USA, NATIONAL ASSOCIATION, not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and CITIBANK, N.A., 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 (UPRR 1997-A), the Lessor and the Lessee have heretofore entered into a Lease Agreement (UPRR 1997-A) and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement (UPRR 1997-A), each dated as of August 1, 1997 (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, fifteen (15) Gondolas and two (2) Autoracks-Bilevel have suffered an Event of Loss and the Lessee has elected not to replace such 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 applicable to the equipment suffering an Event of Loss has been redeemed in accordance with Article IV of the Indenture; 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 Trust Certificate related thereto.

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

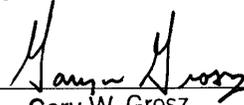
1. The Lien of the Indenture with respect to the equipment listed on Exhibit A attached hereto and incorporated herein by this reference (the "Terminated Equipment") is hereby released and canceled, and the Indenture Trustee does hereby grant, bargain, sell, transfer and convey unto the Owner Trustee 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.

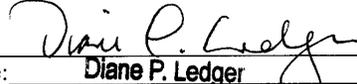
5. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada and, upon such filing or deposit, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated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

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

CHASE MANHATTAN BANK USA,
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: Diane P. Ledger
Title: Assistant Vice President

CITIBANK, N.A.,
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 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.

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: _____

CHASE MANHATTAN BANK USA,
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: _____

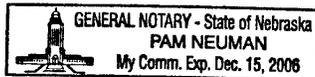
CITIBANK, N.A.,
as Indenture Trustee

By:  _____
Name: _____
Title: _____

State of Nebraska)
)
County of Douglas) ss

On this 11th day of May, 2004, 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: 12-15-06

State of Delaware)
)
County of New Castle) ss

On this 3rd day of May, 2004, before me, a notary public, personally appeared Dave P. Lederer, to me personally known, who being by me duly sworn says that he or she is the Assistant Vice President of CHASE MANHATTAN BANK USA, 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)



Mark Brzoska
Notary Public
MARK H. BRZOSKA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Dec. 2, 2005

State of)
)
County of) ss

On this _____ day of _____, 2004, 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 CITIBANK, 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)
)
County of Douglas) ss

On this ____ day of _____, 2004, 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)
)
County of) ss

On this ____ day of _____, 2004, 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 CHASE MANHATTAN BANK USA, 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 NEW YORK)
)
County of NEW YORK) ss

On this 6th day of MAY, 2004, 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 CITIBANK, 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)

Nanette Murphy

Notary Public

My Commission Expires

NANETTE MURPHY
Notary Public, State of New York
No. 01MU6086415
Qualified in Kings County
Commission Expires 1/21/07

Exhibit A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Gondola	1	UP 33123
Gondola	1	UP 33135
Gondola	1	UP 33140
Gondola	1	UP 33146
Gondola	1	UP 33174
Gondola	1	UP 33193
Gondola	1	UP 33195
Gondola	1	UP 33196
Gondola	1	UP 33197
Gondola	1	UP 33208
Gondola	1	UP 33219
Gondola	1	UP 33235
Gondola	1	UP33274
Gondola	1	UP 33275
Gondola	1	UP 33301
Autorack-Bilevel	1	UPKL 92910
Autorack-Bilevel	1	UPKL 93213

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement dated August 1, 1997	August 19, 1997	20825
Memorandum of Lease Assignment dated August 1, 1997	August 19, 1997	20825-A

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>
Summary of Lease Agreement dated August 1, 1997	August 19, 1997
Summary of Indenture and Security Agreement dated August 1, 1997	August 19, 1997