

RECORDATION NO. 18443-DD FILED

SEP 07 '04 2-27 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

September 7, 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 July 30, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Trust Indenture and Security Agreement which was previously filed with the Commission under Recordation Number 18443.

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

Indenture Trustee: Harris Trust and Savings Bank
111 West Monroe - 21 East
Chicago, Illinois 60603

Lessor/
Owner Trustee: Fleet National Bank
f/k/a Shawmut Bank of Connecticut, N.A.
777 Main Street
Hartford, Connecticut 06115

Lessee: Union Pacific Corporation
1416 Dodge Street, Room 830
Omaha, Nebraska 68179

Mr. Vernon A. Williams
September 7, 2004
Page 2

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

One jumbo hopper car: CNW 490824.

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.

18443 - 11

FILED

SEP 07 '04

2-27 PM

SURFACE TRANSPORTATION BOARD

202-C2
EVENT 0
LOS

(CNW 1993-B)
LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of July 30, 1997

Among

FLEET NATIONAL BANK, FKA

(~~Successor Owner Trustee to~~)

Shawmut Bank of Connecticut, N.A.)

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

UNION PACIFIC RAILROAD COMPANY
(successor to Chicago and North Western Transportation Company)
as Lessee,

and

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

THIS LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE, dated as of July 30, 1997 among FLEET NATIONAL BANK (~~Successor Owner Trustee to~~ TKA Shawmut Bank of Connecticut, N.A.), not in its individual capacity except as otherwise expressly provided but solely as Owner Trustee (the "Owner Trustee" or "Lessor"), UNION PACIFIC RAILROAD COMPANY, a Utah corporation and successor to Chicago and North Western Transportation Company (the "Lessee"), and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee").

WITNESSETH:

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (CNW 1993-B), the Lessor and the Lessee have heretofore entered into a Lease of Railroad Equipment (CNW 1993-B) and the Indenture Trustee and the Owner Trustee have heretofore entered into a Trust Indenture and Security Agreement (CNW 1993-B), each dated as of October 14, 1993 (as such documents have been amended, the "Participation Agreement," the "Lease," and the "Indenture," respectively) (Capitalized terms used herein without definition shall have the respective meanings set forth in the Lease); and

WHEREAS, one (1) Covered Jumbo Hopper has suffered an Event of Loss and the Lessee has elected not to replace such unit and has paid the Stipulated Loss Value and all other Rent required to be paid with respect to such unit of equipment under the Lease; and

WHEREAS, a pro rata portion of the Equipment Notes for (CNW 1993-B) Series A (Jumbo Hopper Cars) applicable to the Jumbo Hopper suffering an Event of Loss has been prepaid in accordance with Article II of the Indenture; and

WHEREAS, the Indenture provides for the transfer of all of the Indenture Trustee's right, title and interest in the Jumbo Hopper 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 such unit of equipment to the Lessee, in each case if the Lessee has paid the Stipulated Loss Value and all other Rent applicable to such units of equipment and needed to effect a partial redemption of the Equipment Notes for (CNW 1993-B) Series A, April 29, 1994 (Jumbo Hopper Cars) 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 Jumbo Hopper 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, but without further representation or warranty, 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 cancelled 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 Lessor's Liens but without any other recourse or warranty, 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.

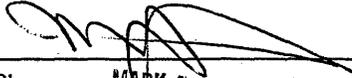
4. This document may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

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.

FLEET NATIONAL BANK, FKA
~~(Successor Owner Trustee to~~ **A**
Shawmut Bank of Connecticut, N.A.)
not in its individual capacity except as otherwise expressly provided but solely as Owner Trustee, as the Owner Trustee and the Lessor

Attest:

By: Julia A. Cohn

By: 
Name: MARK A. FORGETTA
Title: Attorney-in-Fact

UNION PACIFIC RAILROAD COMPANY
(successor to Chicago and North Western Transportation Company),
as the Lessee

Attest:

By: _____

By: _____
Name: Steven A. Oiness
Title: Assistant Treasurer

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

Attest:

By: _____

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.

FLEET NATIONAL BANK
(Successor Owner Trustee to
Shawmut Bank of Connecticut, N.A.)
not in its individual capacity except as otherwise expressly provided but solely as Owner Trustee, as the Owner Trustee and the Lessor

Attest:

By: _____

By: _____

Name: _____

Title: _____

UNION PACIFIC RAILROAD COMPANY
(successor to Chicago and North Western
Transportation Company),
as the Lessee

Attest:

By: *D. Whitaker*
Assistant Secretary

By: *Steven A. Oiness*

Name: Steven A. Oiness

Title: Assistant Treasurer

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

Attest:

By: _____

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.

FLEET NATIONAL BANK
(Successor Owner Trustee to
Shawmut Bank of Connecticut, N.A.)
not in its individual capacity except as other-
wise expressly provided but solely as Owner
Trustee, as the Owner Trustee and the Lessor

Attest:

By: _____

By: _____
Name: _____
Title: _____

UNION PACIFIC RAILROAD COMPANY
(successor to Chicago and North Western
Transportation Company),
as the Lessee

Attest:

By: _____

By: _____
Name: Steven A. Oiness
Title: Assistant Treasurer

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

Attest:

By:

By:
Name: KEVIN O. HEALEY
Title: SENIOR VICE PRESIDENT

State of *Connecticut*)
) SS
County of *Hartford*)

On this 24th day of July, 1997, before me personally appeared Mark A. Forgetta, to me personally known, who being by me duly sworn, says that he or she is the Attorney-in-Fact of FLEET NATIONAL BANK (~~Successor Owner~~ *FKA* ~~Trustee to Shawmut Bank of Connecticut, N.A.~~), that the seal affixed to the foregoing instrument is the seal of said entity, that said instrument was properly authorized, signed and sealed on behalf of said entity, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

[Notary Seal]

Susan P. McNally
Notary Public

My commission expires:

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 2000

Commonwealth of Pennsylvania)
) SS
County of Lehigh)

On this 30th day of June, 1997, before me personally appeared Steven A. Oiness to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer of Union Pacific Railroad Company (successor to Chicago and North Western Transportation Company), that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

[Notary Seal]

Notary Public

My commission expires:

State of)
) SS
County of)

On this _____ day of _____, 1997, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he or she is the _____ of FLEET NATIONAL BANK (Successor Owner Trustee to Shawmut Bank of Connecticut, N.A.), that the seal affixed to the foregoing instrument is the seal of said entity, that said instrument was properly authorized, signed and sealed on behalf of said entity, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

[Notary Seal]

Notary Public

My commission expires:

Commonwealth of Pennsylvania)
) SS
County of Lehigh)

On this 30th day of June, 1997, before me personally appeared Steven A. Oiness to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer of Union Pacific Railroad Company (successor to Chicago and North Western Transportation Company), that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

[Notary Seal]

Kathleen F. Owens
Notary Public

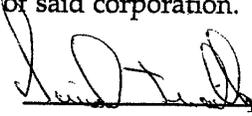
My commission expires:

Notarial Seal
Kathleen F. Owens, Notary Public
Bethlehem, Lehigh County
My Commission Expires Oct. 19, 2000
Member, Pennsylvania Association of Notaries

State of ILLINOIS)
) SS
County of COOK)

On this 10~~th~~ day of July, 1997, before me personally appeared KEVIN O. HEALEY, to me personally known, who being by me duly sworn, says that he or she is the SENIOR VICE PRESIDENT of Harris Trust and Savings Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

[Notary Seal]



Notary Public

~~~~~  
"OFFICIAL SEAL"  
Marianne Tinerella  
Notary Public, State of Illinois  
My Commission Exp. 05/21/2001  
~~~~~

My commission expires: 5-21-2001

Exhibit A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Quantity of Units</u>	<u>Description</u>	<u>Road Number</u>
1	Jumbo Hopper	CNW 490824

G:\JT\LR\LR55.JJD

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: _____

9/7/04



Robert W. Alvord