BALL JANIK LLP

ATTORNEYS

1455 F STREET, NW, SUITE 225
WASHINGTON, D.C. 20005
www.balljanik.com
TELEPHONE 202-638-3307
FACSIMILE 202-783-6947

RECORDATION NO. 19632-BB FILED

FEB 01 '05 4-20 PM

SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532

lgitomer@dc.bjllp.com

February 1, 2005

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Partial Termination and Release of Security Interest and Liens, a secondary document, dated as of January 31, 2005. The primary document to which this is connected is recorded under Recordation No. 19632. We request that one copy of this document be recorded under Recordation No. 19632-BB.

The name and address of the party to the Partial Termination and Release of Security Interest and Liens is:

Lessor:

LaSalle Bank National Association
135 South LaSalle Street
Chicago, IL 60603

A description of the equipment covered by the Partial Termination and Release of Security Interest and Liens consists of one locomotive numbered UP 9886.

A fee of $32.00 is enclosed. Please return one copy to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Partial Termination and Release of Security Interest and Liens by LaSalle Bank National Association, 135 South LaSalle Street, Chicago, IL 60603, covering one locomotive numbered UP 9886.

Very Truly Yours,

Louis E. Gitomer

Enclosures

PARTIAL TERMINATION AND RELEASE OF SECURITY INTERESTS AND LIENS

LaSalle Bank National Association (formerly known as LaSalle National Bank) ("LaSalle"), this 31st day of January, 2005, releases one SD-40-2 locomotive numbered UP 9886 (the "Locomotive") from the security interests created under: (1) the Loan and Security Agreement, dated as of December 18, 1991 (the "Loan and Security Agreement") recorded at the Interstate Commerce Commission (the "ICC") on December 19, 1991 under Recordation Number 17636; (2) the Amended and Restated Loan and Security Agreement dated as of July 14, 1995 (the "Amended Security Agreement") recorded at the ICC on September 29, 1995 under recordation number 19632; and (3) the Locomotive Security Agreement dated as of September 30, 2003 ("Locomotive Security Amendment") recorded at the Surface Transportation Board on October 3, 2003 under Recordation Number 24626.

WHEREAS, LaSalle desires to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of National Railway Equipment Company, under the Loan and Security Agreement, Amended Security Agreement, and the Locomotive Security Amendment with respect to the Locomotives.

NOW, THEREFORE, in consideration of the premises, LaSalle agrees that the liens on the Locomotives created by the Loan and Security Agreement, the Amended Security Agreement, and the Locomotive Security Amendment are released.

IN WITNESS WHEREOF, LaSalle has executed or caused this Instrument to be executed as of the date first above written.

LASALLE BANK NATIONAL ASSOCIATION

By: [signature]
Its: First Vice President

RECORDATION NO. 19632-BB FILED
FEB 01 '05
4-20 PM
SURFACE TRANSPORTATION BOARD

STATE OF Illinois)
) ss.
County of Cook)

On this 1st day of February 2005, before me, Saheer Gasteier, the undersigned Notary Public, personally appeared Marcus Montarayo personally known to me to be the person who executed the within instrument as First V.P. on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

[signature]
Notary Public for
My Commission expires

"OFFICIAL SEAL"
SAHEER GASTEIER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 11, 2005

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Partial Termination and Release of Security Interests and Liens dated as of January 31, 2005, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Louis E. Gitomer
February 1, 2005