

RECORDATION NO. 19001 - T
FILED

JUL 18 '08 - 10 45 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A LESTER

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

July 16, 2008

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

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 January 2, 2008, 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 Commission and Board under Recordation Number 19001.

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

Lessee: Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179-0001

Owner Trustee/
Lessor: U.S. Bank National Association, not in its
individual capacity except as otherwise
expressly provided, but solely as Owner
Trustee
225 Franklin Street
Boston, MA 02110

Anne K. Quinlan, Esq.
July 16, 2008
Page 2

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

3 hopper railcars TERMINATED: CTRN 601088, CTRN 601446 and
CTRN 601588.

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 \$34.00 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,

A handwritten signature in black ink, appearing to read "Alvord", followed by a horizontal line extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JUL 18 '08 -10 45 AM

SURFACE TRANSPORTATION BOARD

(SPT 1994-A)

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of January 2, 2008

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

WELLS FARGO BANK NORTHWEST, 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 JANUARY 2, 2008, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), U.S. BANK NATIONAL ASSOCIATION, (successor to State Street Bank and Trust Company), not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and WELLS FARGO BANK NORTHWEST, 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 (SPT 1994-A), the Lessor and the Lessee have heretofore entered into a Lease Agreement (SPT 1994-A) and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement (SPT 1994-A), each dated as of September 29, 1994 (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, three (3) Open Hoppers 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 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.

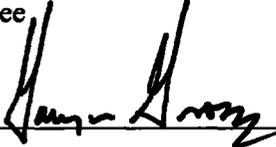
3. Except as amended hereby, the Lease and the Indenture are hereby confirmed and ratified and shall continue in full force and effect.

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: _____
Title: **Gary W. Grosz**
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: **EARL W. DENNISON JR.**
Title: **VICE PRESIDENT**

WELLS FARGO BANK NORTHWEST, N.A.,
as Indenture Trustee

By: _____
Name: _____
Title: _____

State of Nebraska)
)
County of Douglas) ss

On this _____ day of _____, 2008, 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, 2010

Pam Neuman
Notary Public

State of Massachusetts)
)
County of Suffolk) ss

ROBERT M. MASTRACCI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Dec. 19, 2014

On this 28th day of February, 2008, before me, a notary public, personally appeared **EARL W. DENNISON JR.** 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 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)

Robert M. Mastracci
Notary Public

State of)
)
County of) ss

ROBERT M. MASTRACCI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Dec. 19, 2014

On this _____ day of _____, 2008, 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

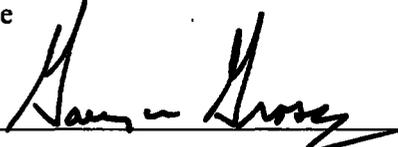
My Commission Expires

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

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

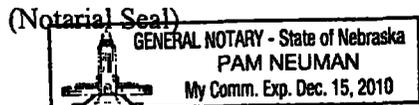
By: _____
Name: _____
Title: _____

WELLS FARGO BANK NORTHWEST, N.A.,
as Indenture Trustee

By: 
Name: BRANDON MILLS
Title: VICE PRESIDENT

State of Nebraska)
) ss
County of Douglas)

On this ____ day of _____, 2008, before me, a notary public, personally appeared Gary W. Brose, 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.



Pam Neuman
Notary Public

My Commission Expires: 12-15-2010

State of)
) ss
County of)

On this ____ day of _____, 2008, 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 U.S. BANK 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)

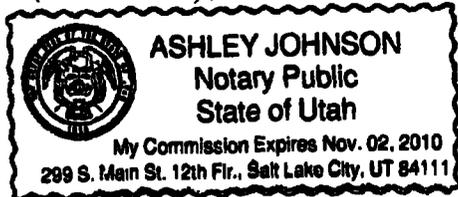
Notary Public

My Commission Expires

State of Utah)
) ss
County of Salt Lake)

On this ____ day of _____, 2008, before me, a notary public, personally appeared BRANDON MILLS, to me personally known, who being by me duly sworn says that he or she is the VICE PRESIDENT 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)



Ashley Johnson
Notary Public

My Commission Expires

1950

1950
1950

ASHLEY JOHNSON
Private
State of Utah
My Commission Expires Nov. 09, 1950
SALT LAKE CITY, UTAH

SCHEDULE OF TERMINATED EQUIPMENT

| <u>Description</u> | <u>Quantity</u> | <u>Road Number</u> |
|--------------------|-----------------|--------------------|
| Open Hopper | 1 | CTRN 601088 |
| Open Hopper | 1 | CTRN 601446 |
| Open Hopper | 1 | CTRN 601588 |

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

| <u>Description</u> | <u>Date Filed</u> | <u>Recordation Number</u> |
|---|--------------------|---------------------------|
| Memorandum of Lease Agreement dated September 29, 1994 | September 29, 1994 | 19001 |
| Trust Indenture and Security Agreement dated September 29, 1994 | September 29, 1994 | 19001-A |
| Lease Supplement No. 1 dated September 29, 1994 | September 29, 1994 | 19001-B |
| Trust Indenture Supplement No. 1 dated September 29, 1994 | September 29, 1994 | 19001-C |
| Lease Supplement No. 2 dated October 31, 1994 | October 31, 1994 | 19001-D |
| Trust Indenture Supplement No. 2 dated October 31, 1994 | October 31, 1994 | 19001-E |
| Lease Supplement No. 3 dated November 30, 1994 | November 30, 1994 | 19001-F |
| Trust Indenture Supplement No. 3 dated November 30, 1994 | November 30, 1994 | 19001-G |
| Lease Supplement No. 4 dated December 28, 1994 | December 22, 1994 | 19001-H |
| Trust Indenture Supplement No. 4 dated December 28, 1994 | December 22, 1994 | 19001-I |

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

| <u>Description</u> | <u>Date Filed</u> | <u>Canadian Document Key Number</u> |
|--|--------------------|-------------------------------------|
| Memorandum of Lease Agreement dated September 29, 1994 | September 29, 1994 | 9311 |
| Trust Indenture and Security Agreement dated September 29, 1994 | September 29, 1994 | 9313 |
| Lease Supplement No. 1 dated September 29, 1994 | September 29, 1994 | 9312 |
| Trust Indenture Supplement No. 1 dated September 29, 1994 | September 29, 1994 | 9314 |
| Lease Supplement No. 2 dated October 31, 1994 | October 31, 1994 | 9308 |
| Trust Indenture Supplement No. 2 dated October 31, 1994 | October 31, 1994 | 9307 |
| Lease Supplement No. 3 dated November 30, 1994 | November 30, 1994 | 9309 |
| Trust Indenture Supplement No. 3 dated November 30, 1994 | November 30, 1994 | 9310 |
| Lease Supplement No. 4 dated December 28, 1994 | December 28, 1994 | 9303 |
| Trust Indenture Supplement No. 4 dated December 28, 1994 | December 28, 1994 | 9304 |