

RECORDATION NO. 20825-F FILED

OCT 14 '08 -9 30 AM

SURFACE TRANSPORTATION BOARD

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

October 14, 2008

Anne K. Quinlan, Esquire
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 (UPRR 1997-A), dated as of February 27, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial release of certain railcars and relates to the Memoranda of Lease Agreement, Indenture and Security Agreement and related documents which were 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

Owner Trustee/
Lessor: Wilmington Trust Company (successor to
Chase Manhattan Bank USA, National
Association), as Owner Trustee
1100 North Market Street
Wilmington, DE 19890

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

Anne K. Quinlan, Esquire
October 14, 2008
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A description of the railroad equipment covered by the enclosed document
is:

4 bi-level autoracks: UPKL 92740, UPKL 92804, UPKL 93172 and
UPKL 93204.

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

Lease Termination, Release of Lien and Bill of Sale (UPRR 1997-A).

Also enclosed is a check in the amount of \$41.00 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/sem
Enclosures

RECORDATION NO. 20825-F FILED

OCT 14 '08 -9 30 AM

EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

(UPRR 1997-A)

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of August 27, 2008

among

UNION PACIFIC RAILROAD COMPANY,
as Lessee

WILMINGTON TRUST COMPANY,
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 August 27, 2008, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), WILMINGTON TRUST COMPANY (successor to Chase Manhattan Bank USA, N.A.), 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, four (4) bilevel autoracks 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 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 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, 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 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.

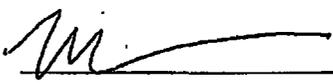
5. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing or deposit, each of the Memoranda described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated 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: 
Name: Gary W. Grosz
Title: Assistant Treasurer

WILMINGTON TRUST COMPANY,
not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee, as the Owner Trustee and the Lessor

By: 
Name: Mark H. Brzoska
Title: Financial Services Officer

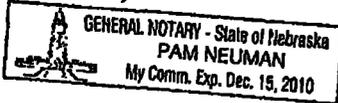
CITIBANK, N.A.,
as Indenture Trustee

By: _____
Name: _____
Title: _____

State of Nebraska)
)
County of Douglas)

On this 10th day of October, 2008, before me, a notary public, personally appeared Gary W. Gross, to me personally known, who being by me duly sworn says that he or she 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 or she 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: 12-15-2010

State of Delaware)
)
County of New Castle)

On this 23 day of September, 2008, before me, a notary public, personally appeared Mark Bczoska, to me personally known, who being by me duly sworn says that he or she is the Financial Services Officer of WILMINGTON 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)

Jacqueline Solone
Notary Public

My Commission Expires JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires March 28, 2011

State of _____)
)
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 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: _____

3. Except as amended hereby, the Lease and 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: _____
Name: _____
Title: _____

WILMINGTON TRUST COMPANY,
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: _____
John Hammen
Vice President

State of Nebraska)
)
County of Douglas) ss

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 UNION PACIFIC RAILROAD 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 _____)
)
County of _____) ss

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 WILMINGTON 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 _____)
)
County of _____) ss

On this 27th day of August, 2008, before me, a notary public, personally appeared John Hanger, to me personally known, who being by me duly sworn says that he or she is the Vice President 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)

Zenaida Santiago

Notary Public

My Commission Expires: 9/18/2010

ZENAIDA SANTIAGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6152564
Qualified in Kings County
My Commission Expires September 18, 2010

EXHIBIT A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Bilevel Autorack	4	UPKL 92740 UPKL 92804 UPKL 93172 UPKL 93204

EXHIBIT B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (UPRR 1997-A), dated as of August 1, 1997	August 19, 1997	20825
Memorandum of Indenture and Security Agreement (UPRR 1997-A), dated as of August 1, 1997	August 19, 1997	20824
Memorandum of Lease Assignment (UPRR 1997-A), dated as of August 1, 1997	August 19, 1997	20825-A
Lease Termination, Release of Lien and Bill of Sale, dated as of February 27, 2004	May 13, 2004	20825-B 20824-A
Lease Termination, Release of Lien and Bill of Sale, dated as of February 28, 2005	January 30, 2006	20825-C 20824-B
Lease Termination, Release of Lien and Bill of Sale, dated as of February 27, 2006	April 5, 2006	20825-D 20824-C

Lease Termination, Release of Lien and Bill of Sale
UPRR 1997-A

EXHIBIT B

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (UPRR 1997-A), dated as of August 1, 1997	August 19, 1997	10438
Memorandum of Indenture and Security Agreement (UPRR 1997-A), dated as of August 1, 1997	August 19, 1997	10439

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: 10/14/08



Robert W. Alvord