

RECORDATION NO. 19733-^C

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SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (9943)
ELLSWORTH C. ALVORD (9984)

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 1995-A-3), dated as of July 1, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memoranda of Lease Agreement and Indenture and Security Agreement and related documents previously filed with the Commission and Board under Recordation Numbers 19732 and 29733.

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

- Lessee: Union Pacific Railroad Company
1400 Douglas Street, Stop 1580
Omaha, NE 68179
- Owner Trustee/
Lessor: Wells Fargo Bank Northwest, N.A. (successor
to First Security Bank of Utah, NA)
299 South Main Street, 12th Floor
Salt Lake City, UT 84111
- Indenture Trustee: The Bank of New York Mellon Trust Company,
N.A. (successor to Harris Trust and Savings
Bank)
One Wall Street
New York, NY 10286

Anne K. Quinlan, Esquire
October 14, 2008
Page 2

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

1 bi-level autorack RELEASED: UPL 92141.

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

Lease Termination, Release of Lien and Bill of Sale (UPRR 1995-A-3).

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. 19733-C

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EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

(UPRR 1995-A-3)

**LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE**

Dated as of July 1, 2008

among

**UNION PACIFIC RAILROAD COMPANY,
as Lessee**

**WELLS FARGO BANK NORTHWEST, N.A.,
not in its individual capacity except as otherwise expressly provided,
but solely as Owner Trustee/Lessor**

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, 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 July 1, 2008, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), WELLS FARGO BANK NORTHWEST, N.A. (successor to First Security Bank of Utah, N.A.), not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to Harris Trust and Savings Bank), 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, the Lessor and the Lessee have heretofore entered into a Lease Agreement, and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement, each dated as of November 1, 1995 and as modified, amended and supplemented from time to time (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, one (1) bi-level autorack has suffered an Event of Loss and the Lessee has elected not to replace such unit of equipment and shall pay the Stipulated Loss Value and all other amounts required to be paid with respect to such unit of equipment under the Lease; and

WHEREAS, a pro rata portion of each applicable Equipment Trust Certificate for such unit 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 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 and to such unit 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 unit 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

WELLS FARGO BANK NORTHWEST, N.A.,
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: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Indenture Trustee

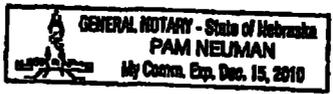
By: 
Name: D. G. DONOVAN
Title: VICE PRESIDENT

State of Nebraska)
)
County of Douglas) ss

On this 8th day of October, 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 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
Pam Neuman, Notary Public



My Commission Expires: December 15, 2010

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 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

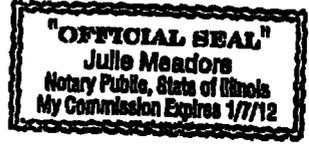
My Commission Expires: _____

State of Illinois)
)
County of Cook) ss

On this 30th day of September, 2008, before me, a notary public, personally appeared D. G. DONOVAN, to me personally known, who being by me duly sworn says that he or she is the VICE PRESIDENT of THE BANK OF NEW YORK MELLON TRUST COMPANY, 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)

Julie Meadors
Notary Public



My Commission Expires: 1-7-12

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: _____

WELLS FARGO BANK NORTHWEST, N.A.,
not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee, as the Owner Trustee and the Lessor

By:  _____
Name: **BRANDON MILLS**
Title: **VICE PRESIDENT**

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, 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 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)

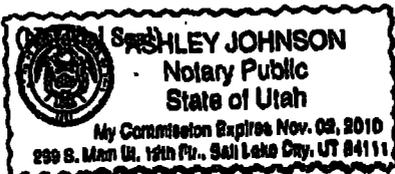
Pam Neuman, Notary Public

My Commission Expires: December 15, 2010

State of Utah)
)
County of Salt Lake)

ss

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.



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 THE BANK OF NEW YORK MELLON TRUST COMPANY, 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: _____

EXHIBIT A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Bi-level Autorack	1	UPL 92141

EXHIBIT B**ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement, dated November 1, 1995	November 30, 1995	19732
Memorandum of Lease Assignment, dated November 1, 1995	November 30, 1995	19732-A
Memorandum of Indenture and Security Agreement, dated November 1, 1995	November 30, 1995	19733
Amended and Restated Memorandum of Lease Agreement, dated November 1, 1995	March 14, 1996	19732-B
Amended and Restated Memorandum of Lease Assignment, dated November 1, 1995	March 14, 1996	19732-C
Amended and Restated Memorandum of Indenture and Security Agreement, dated November 1, 1995	March 14, 1996	19733-A
Memorandum of Amended and Restated Equipment Description (UPRR 1995-A-3), dated December 1, 2006	November 29, 2006	19732-D
Memorandum of Indenture and Security Agreement (UPRR 1995-A-3), dated December 1, 2006	November 29, 2006	19732-E
Memorandum of Lease and Indenture Supplement No. 2 (UPRR 1995-A-3), dated December 1, 2006	November 29, 2006	19732-F
Memorandum of Lease Assignment (UPRR 1995-A-3), dated December 1, 2006	November 29, 2006	19732-G
Termination of Indenture and Security Agreement	December 1, 2006	19733-B

EXHIBIT B

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement, dated November 1, 1995	November 30, 1995	1099
Memorandum of Lease Assignment, dated November 1, 1995	November 30, 1995	1098
Memorandum of Indenture and Security Agreement, dated November 1, 1995	November 30, 1995	1097
Amended and Restated Memorandum of Lease Agreement, dated November 1, 1995	March 14, 1995	3644
Amended and Restated Memorandum of Lease Assignment, dated November 1, 1995	March 14, 1996	3643
Amended and Restated Memorandum of Indenture and Security Agreement, dated November 1, 1995	March 14, 1996	3642
Memorandum of Amended and Restated Equipment Description (UPRR 1995-A-3), dated December 1, 2006	November 29, 2006	18016
Memorandum of Indenture and Security Agreement (UPRR 1995-A-3), dated December 1, 2006	November 29, 2006	18015
Memorandum of Lease and Indenture Supplement No. 2 (UPRR 1995-A-3), dated December 1, 2006	November 29, 2006	18017
Memorandum of Lease Assignment (UPRR 1995-A-3), dated December 1, 2006	November 29, 2006	18018
Termination of Indenture and Security Agreement	December 1, 2006	18023

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