

RECORDATION NO. 19401-0 FILED

OCT 27 '08 -2 00 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 301
WASHINGTON, D.C.
20036

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

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October 27, 2008

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

Re: SPT 1995-A

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 (SPT 1995-A), dated as of July 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 the Board under Recordation Number 19401.

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

Indenture Trustee: Wells Fargo Bank Northwest, N.A.
299 South Main Street
Salt Lake City, UT 8411

Owner Trustee/
Lessor: U.S. Bank, National Association
225 Franklin Street
Boston, Massachusetts 02110

Lessee: Union Pacific Railroad Company
1416 Douglas Street
Omaha NE 68179-1580

Anne K. Quinlan, Esquire
October 27, 2008
Page 2

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

11 open hopper cars RELEASED within the series CTRN 602165 - CTRN 602841 as more particularly set forth in the equipment schedule attached to the document.

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

Lease Termination, Release of Lien and Bill of Sale (SPT 1995-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,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/SEm
Enclosures

RECORDATION NO. 19401-0 FILED

OCT 27 '08 -2 00 PM

EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

(SPT 1995-A)

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of July 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.

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THIS LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE (this "Agreement"), dated as of July 2, 2008, among UNION PACIFIC RAILROAD COMPANY (successor to Southern Pacific Transportation 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. (successor to U.S. Bank National Association, the successor to The First National Bank of Boston), 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 1995-A), the Lessor and the Lessee have heretofore entered into a Lease Agreement (SPT 1995-A), and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement (SPT 1995-A), each dated as of April 25, 1995 (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, eleven (11) open top hoppers 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 Note 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 Note 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.

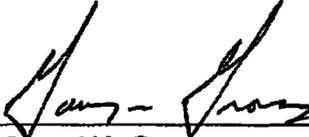
3. Except as amended hereby, the Lease and Indenture are hereby confirmed and ratified and shall continue in full force and effect.

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.

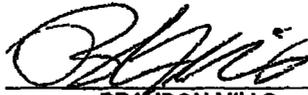
UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: 
Name: Gary W. Grosz
Title: Assistant Treasurer

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)
)
County of Douglas) ss

On this 10th day of October, 2008, before me, a notary public, personally appeared Gary W. Grass, 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 _____)
)
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 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.

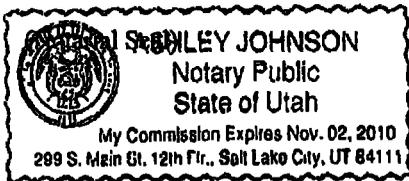
(Notarial Seal)

Notary Public

My Commission Expires: _____

State of Utah)
)
County of Salt Lake) ss

On this 6th day of October, 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.



[Signature]
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.

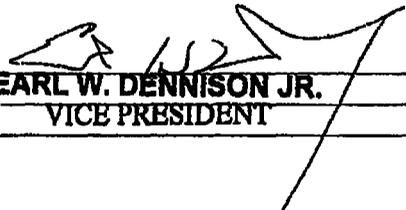
5. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing or deposit, each of the Memoranda described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated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

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 _____, 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: _____

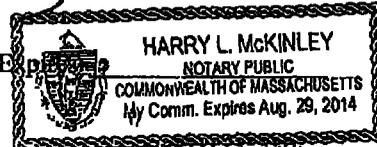
State of Massachusetts)
)
County of Suffolk) ss

On this 21st day of October, 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)

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 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: _____

EXHIBIT A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Open Top Hopper	11	CTRN 602165 CTRN 602174 CTRN 602238 CTRN 602336 CTRN 602408 CTRN 602446 CTRN 602495 CTRN 602683 CTRN 602738 CTRN 602788 CTRN 602841

EXHIBIT B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (SPT 1995-A), dated as of April 25, 1995	May 9, 1995	19401
Trust Indenture and Security Agreement (SPT 1995-A), dated as of April 25, 1995	May 9, 1995	19401-A
Lease Supplement (SPT 1995-A) No. 1, dated as of May 17, 1995	May 17, 1995	19401-B
Trust Indenture Supplement (SPT 1995-A) No. 1, dated as of May 17, 1995	May 17, 1995	19401-C
Lease Supplement (SPT 1995-A) No. 2, dated as of July 27, 1995	July 27, 1995	19401-D
Trust Indenture Supplement (SPT 1995-A) No. 2, dated as of July 27, 1995	July 27, 1995	19401-E
Notice of Succession of Trusteeship, dated as of August 27, 2004	September 22, 2004	19401-F
Lease Termination, Release of Lien and Bill of Sale, dated as of January 3, 2005	August 12, 2005	19401-G
Lease Termination, Release of Lien and Bill of Sale, dated as of January 1, 2006	November 17, 2006	19401-H
Lease Termination, Release of Lien and Bill of Sale, dated as of July 1, 2006	November 17, 2006	19401-I
Memorandum of Amended and Restated Equipment Description (SPT 1995-A), dated as of January 2, 2008	December 27, 2007	19401-J
Memorandum of Trust Indenture and Security Agreement (SPT 1995-A), dated as of January 2, 2008	December 27, 2007	19401-K
Memorandum of Trust Indenture Supplement No. 1 (SPT 1995-A), dated as of January 2, 2008	December 27, 2007	19401-L
Memorandum of Lease Assignment (SPT 1995-A), dated as of January 2, 2008	December 27, 2007	19401-M
Termination of Trust Indenture and Security Agreement (SPT 1995-A), dated as of January 2, 2008	January 2, 2008	19401-N

Lease Termination, Release of Lien and Bill of Sale
SPT 1995-A

EXHIBIT B

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (SPT 1995-A), dated as of April 25, 1995	May 9, 1995	9333
Trust Indenture and Security Agreement (SPT 1995-A), dated as of April 25, 1995	May 9, 1995	9339
Lease Supplement (SPT 1995-A) No. 1, dated as of May 17, 1995	May 17, 1995	9327
Trust Indenture Supplement (SPT 1995-A) No. 1, dated as of May 17, 1995	May 17, 1995	9328
Lease Supplement (SPT 1995-A) No. 2, dated as of July 27, 1995	July 27, 1995	9322
Trust Indenture Supplement (SPT 1995-A) No. 2, dated as of July 27, 1995	July 27, 1995	9321
Lease Termination, Release of Lien and Bill of Sale, dated as of January 3, 2005	August 8, 2005	16843
Lease Termination, Release of Lien and Bill of Sale, dated as of January 1, 2006	November 21, 2006	17987
Lease Termination, Release of Lien and Bill of Sale, dated as of July 1, 2006	November 21, 2006	17988
Memorandum of Amended and Restated Equipment Description (SPT 1995-A), dated as of January 2, 2008	December 27, 2007	19027
Memorandum of Trust Indenture and Security Agreement (SPT 1995-A), dated as of January 2, 2008	December 27, 2007	19028
Memorandum of Trust Indenture Supplement No. 1 (SPT 1995-A), dated as of January 2, 2008	December 27, 2007	19029
Memorandum of Lease Assignment (SPT 1995-A), dated as of January 2, 2008	December 27, 2007	19030
Termination of Trust Indenture and Security Agreement (SPT 1995-A), dated as of January 2, 2008	January 2, 2008	19068

Lease Termination, Release of Lien and Bill of Sale
SPT 1995-A

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: 10/27/08



Robert W. Alvord