

RECORDATION NO. 18421-K FILED

NOV 04 '08 -11 40 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A LESTER

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

November 4, 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 1993-A), dated as of September 29, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement and Indenture and Security Agreement and related documents previously filed with the Commission and Board under Recordation Numbers 18421 and 18420.

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: The Bank of New York Mellon  
One Wall Street  
New York, NY 10286

Indenture Trustee: Wilmington Trust Company  
1100 North Market Street  
Wilmington, DE 19890

Anne K. Quinlan, Esquire  
November 4, 2008  
Page 2

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

1 covered hopper RELEASED: UP 88307.

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

Lease Termination, Release of Lien and Bill of Sale (UPRR 1993-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 stylized flourish at the end.

Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 18421-K  
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EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

(UPRR 1993-A)

LEASE TERMINATION,  
RELEASE OF LIEN  
AND  
BILL OF SALE

Dated as of September 29, 2008

among

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

THE BANK OF NEW YORK MELLON,  
not in its individual capacity except as otherwise expressly provided,  
but solely as Owner Trustee/Lessor

and

WILMINGTON TRUST COMPANY,  
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 September 29, 2008, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), THE BANK OF NEW YORK MELLON (successor to Harris Trust and Savings Bank), not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and WILMINGTON TRUST COMPANY, 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 1993-A), the Lessor and the Lessee have heretofore entered into a Lease Agreement (UPRR 1993-A), and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement (UPRR 1993-A), each dated as of September 15, 1993 (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) covered hopper 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.

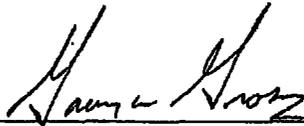
3. Except as amended hereby, the Lease and Indenture are hereby confirmed and ratified and shall continue in full force and effect.

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

**THE BANK OF NEW YORK MELLON TRUST COMPANY, 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: D. G. DONOVAN  
Title: VICE PRESIDENT

**WILMINGTON TRUST COMPANY,**  
as Indenture Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

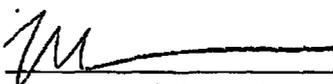
**UNION PACIFIC RAILROAD COMPANY,**  
as Lessee

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

**THE BANK OF NEW YORK MELLON,**  
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: \_\_\_\_\_

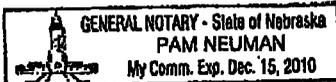
**WILMINGTON TRUST COMPANY,**  
as Indenture Trustee

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

State of Nebraska )  
 )  
County of Douglas ) ss

On this 20th 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)



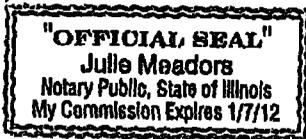
Pam Neuman  
Pam Neuman, Notary Public

My Commission Expires: December 15, 2010

State of Illinois )  
 )  
County of Cook ) ss

On this 16th day of October, 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

State of Illinois )  
 )  
County of Cook ) 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 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 \_\_\_\_\_ )  
 )  
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, 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 Delaware )  
 )  
County of New Castle ) ss

On this 3<sup>rd</sup> day of November, 2008, before me, a notary public, personally appeared Mark H. Brzoska, 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)

Dianne Bruton  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF TERMINATED EQUIPMENT**

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Covered hopper	1	UP 88307

**EXHIBIT B**

**ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

<b><u>Description</u></b>	<b><u>Date Filed</u></b>	<b><u>Recordation Number</u></b>
Indenture and Security Agreement, dated September 15, 1993	September 30, 1993	18420
Lease and Indenture Supplement No. 1, dated September 30, 1993	September 30, 1993	18420-A
Indenture Supplement No. 2, dated November 30, 1993	November 30, 1993	18420-B
Lease and Indenture Supplement No. 3, dated as of December 30, 1993	December 30, 1993	18420-C
Lease and Indenture Supplement No. 4, dated as of December 23, 1993	December 23, 1993	18420-D
Memorandum of Lease Agreement, dated as of September 15, 1993	September 30, 1993	18421
Lease Supplement No. 1, dated as of September 30, 1993	September 30, 1993	18421-A
Lease Supplement No. 2, dated as of November 30, 1993	November 30, 1993	18421-B
Lease and Indenture Supplement No. 3, dated as of December 30, 1993	December 30, 1993	18421-C
Lease and Indenture Supplement No. 4, dated as of December 23, 2004	December 23, 2004	18421-D

**EXHIBIT B**

**ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS**

<b><u>Description</u></b>	<b><u>Date Filed</u></b>	<b><u>Recordation Number</u></b>
Indenture and Security Agreement, dated September 15, 1993	October 1, 1993	9775
Lease and Indenture Supplement No. 1, dated September 30, 1993	October 1, 1993	9773
Indenture Supplement No. 2, dated November 30, 1993	November 30, 1993	9770
Lease and Indenture Supplement No. 3, dated December 30, 1993	December 30, 1993	9769
Memorandum of Lease Agreement, dated September 15, 1993	October 1, 1993	9774
Lease Supplement No. 2, dated November 30, 1993	November 30, 1993	9771
Lease and Indenture Supplement No. 4, dated December 23, 2004	December 22, 2004	16232

**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: 11/11/08



\_\_\_\_\_  
Robert W. Alvord