

RECORDATION NO. 20688-6 FILED

MAY 15 '09 -9 00 AM

**SURFACE TRANSPORTATION BOARD**

OF COUNSEL  
URBAN A LESTER

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.

SUITE 301

WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

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

May 15, 2009

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 Liens and Bill of Sale (UPRR 1997-C), dated as of May 9, 2009 (to which there is attached a Lessor Security Release and Mortgage Release, both dated May 9, 2009), 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 Board under Recordation Number 20688.

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
Lessor:	SCL Plasma Co., Ltd 7-1, Nakase 1-chome Mihama-ku, Chiba-shi Chiba, 261 Japan
SecurityTrustee:	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  
May 15, 2009  
Page 2

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

15 locomotives RELEASED within the series UP 8119 - UP 8151.

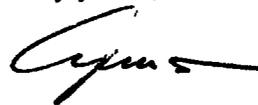
A short summary of the document to appear in the index is:

Lease Termination, Release of Liens and Bill of Sale (UPRR 1997-C).

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. 20058-9 FILED

Lease Termination Agreement

MAY 15 '09 -9 00 AM

(UPRR 1997-C)

SURFACE TRANSPORTATION BOARD

LEASE TERMINATION,  
RELEASE OF LIENS  
AND  
BILL OF SALE

Dated as of May 9, 2009

Among

UNION PACIFIC RAILROAD COMPANY,

as Lessee

SCL PLASMA CO., LTD.,

as Lessor

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
(Successor to HARRIS TRUST AND SAVINGS BANK),

as Security 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, 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 EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

**Lease Termination Agreement**

THIS LEASE TERMINATION, RELEASE OF LIENS AND BILL OF SALE (this "Agreement"), dated as of May 9, 2009 among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), SCL PLASMA CO., LTD., a corporation formed under the laws of Japan, (the "Lessor" or the "Borrower") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to HARRIS TRUST AND SAVINGS BANK), a national banking association (the "Security Trustee").

**WITNESSETH**

WHEREAS, (i) the Lessor and the Lessee have heretofore entered into a Lease Agreement and supplements thereto (the "Lease") and a Lessor Security Agreement (the "Lessor Security Agreement"), both dated as of May 9, 1997; (ii) the Borrower and the Security Trustee have heretofore entered into a Mortgage and Security Agreement and supplements thereto (the "Mortgage and Security Agreement") and Memorandum of Lease Assignment (the "Assignment"), both dated as of May 9, 1997 (Capitalized terms used herein without definition shall have the respective meanings set forth in the Lease.);

WHEREAS, the Lease provides for the transfer of all of the Lessor's right, title and interest in and to the Locomotives listed on Exhibit A attached hereto and incorporated herein by this reference (the "Equipment") and for the termination of the Lease should Lessee exercise its purchase option in accordance with Section 19 of the Lease; and

WHEREAS, the Lessee provided notice to Lessor dated February 23, 2009 that it has elected to exercise its purchase option and has paid the Purchase Price in full in accordance with Section 19 of the Lease;

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lessor does hereby acknowledge the Lessee's payment of the Purchase Price; and the parties hereto agree and acknowledge that (a) any and all Liens under the Lessor Security Agreement and under the Assignment are hereby released and canceled, and (b) the Lease is hereby terminated and canceled with respect to the Equipment; and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee without recourse or

## Lease Termination Agreement

warranty except as provided in this paragraph all of its right, title and interest in and to the Equipment, "as is, where is," free and clear of all right, title and interest of the Lessor and the Lessor's Liens, to have and to hold all and singular the Equipment unto the Lessee, its successors and assigns forever; provided that the Lessee agrees that nothing contained herein shall prejudice those rights of the Lessor which are intended under the Lease to survive the termination thereof.

2. This Agreement 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.

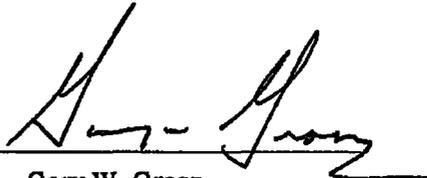
3. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A attached hereto.

4. This Agreement shall be governed by and construed in accordance with the laws of New York.

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.

**Lease Termination Agreement**

**UNION PACIFIC RAILROAD COMPANY,  
as Lessee**

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

**SCL PLASMA CO., LTD.,  
as Lessor**

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

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., (successor to  
HARRIS TRUST AND SAVINGS BANK),  
as Security Trustee**

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

**Lease Termination Agreement**

**UNION PACIFIC RAILROAD COMPANY,  
as Lessee**

By: \_\_\_\_\_

Name: Gary W. Grosz

Title: Assistant Treasurer

**SCL PLASMA CO., LTD.,  
as Lessor**



By: Matsumoto

Name: Masaharu Matsumoto

Title: **Director**

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., (successor to  
HARRIS TRUST AND SAVINGS BANK),  
as Security Trustee**

By: \_\_\_\_\_

Name:

Title:

**Lease Termination Agreement**

**UNION PACIFIC RAILROAD COMPANY,  
as Lessee**

By: \_\_\_\_\_

Name: Gary W. Grosz

Title: Assistant Treasurer

**SCL PLASMA CO., LTD.,  
as Lessor**

By: \_\_\_\_\_

Name:

Title:

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., (successor to  
HARRIS TRUST AND SAVINGS BANK),  
as Security Trustee**

By:  \_\_\_\_\_

Name: D. G. Donovan

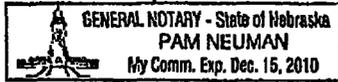
Title: Vice President

Lease Termination Agreement

State of Nebraska )  
 ) ss  
County of Douglas )

On this 9th day of May, 2009, 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: 12-15-2010

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of SCL Plasma Co., Ltd., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the resolution of its Sole Director, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.  
Executed on this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

Lease Termination Agreement

State of Nebraska )  
                          ) ss  
County of Douglas )

On this \_\_\_\_\_ day of May, 2009, 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)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

I, Masaharu Matsumoto, certify that I am Director of SCL Plasma Co., Ltd., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the resolution of its Sole Director, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 8<sup>th</sup> day of May, 2009.



**Lease Termination Agreement**

**Exhibit A**

**SCHEDULE OF EQUIPMENT**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Road Number</u></b>
General Motors Corporation (Electro-Motive Division) Model SD-90 MAC Diesel Electric Locomotives	15	UP 8119, UP 8123, UP 8125, UP 8138, UP 8139, UP 8140, UP 8142, UP 8144, UP 8145, UP 8146, UP 8147, UP 8148, UP 8149, UP 8150, UP 8151

Lease Termination Agreement

Exhibit B  
Page 1 of 2

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Filing Date</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (UPRR 1997-C) between SCL Plasma Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 22, 1997	May 21, 1997	20688
Memorandum of Mortgage and Security Agreement (UPRR 1997-C) between SCL Plasma Co., Ltd., as Borrower and Harris Trust and Savings Bank, as Security Trustee, dated as of May 22, 1997	May 21, 1997	20688-A
Memorandum of Lease Supplement No. 1 (UPRR 1997-C) between SCL Plasma Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 22, 1997	May 21, 1997	20688-B
Memorandum of Mortgage Supplement No. 1 (UPRR 1997-C) between SCL Plasma Co., Ltd., as Borrower, and Harris Trust and Savings Bank, as Security Trustee, dated as of May 22, 1997	May 21, 1997	20688-C
Memorandum of Lease Assignment (UPRR 1997-C) between SCL Plasma Co., Ltd., as Lessor, and Harris Trust and Savings Bank, as Security Trustee, dated as of May 22, 1997	May 21, 1997	20688-D
Memorandum of Dollar Account Pledge Agreement (UPRR 1997-C) between SCL Plasma Co., Ltd., as Borrower, and Kreditanstalt für Wiederaufbau, as Agent, dated as of May 22, 1997	May 21, 1997	20688-E
Memorandum of Lessor Security Agreement (UPRR 1997-C) between SCL Plasma Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 22, 1997	May 21, 1997	20688-F

Lease Termination Agreement

Exhibit B  
Page 2 of 2

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Filing Date</u>
Memorandum of Lease Agreement (UPRR 1997-C) between SCL Plasma Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 22, 1997	May 21, 1997
Memorandum of Mortgage and Security Agreement (UPRR 1997-C) between SCL Plasma Co., Ltd., as Borrower and Harris Trust and Savings Bank, as Security Trustee, dated as of May 22, 1997	May 21, 1997
Memorandum of Lease Supplement No. 1 (UPRR 1997-C) between SCL Plasma Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 22, 1997	May 21, 1997
Memorandum of Mortgage Supplement No. 1 (UPRR 1997-C) between SCL Plasma Co., Ltd., as Borrower, and Harris Trust and Savings Bank, as Security Trustee, dated as of May 22, 1997	May 21, 1997
Memorandum of Lease Assignment (UPRR 1997-C) between SCL Plasma Co., Ltd., as Lessor, and Harris Trust and Savings Bank, as Security Trustee, dated as of May 22, 1997	May 21, 1997
Memorandum of Dollar Account Pledge Agreement (UPRR 1997-C) between SCL Plasma Co., Ltd., as Borrower, and Kreditanstalt für Wiederaufbau, as Agent, dated as of May 22, 1997	May 21, 1997
Memorandum of Lessor Security Agreement (UPRR 1997-C) between SCL Plasma Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 22, 1997	May 21, 1997





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: \_\_\_\_\_

5/15/09



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