

RECORDATION NO. 18443 - RR FILED

SEP 03 '09 -11 00 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A LESTER

ALVORD AND ALVORD
ATTORNEYS AT LAW
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WASHINGTON, D.C.
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

September 3, 2009

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

Re: CNW 1993-B

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, dated as of July 30, 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 Commission and the Board under Recordation Number 18443.

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

Indenture Trustee: The Bank of New York Mellon Trust Company,
One Wall Street
New York, NY 10286

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

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

Anne K Quinlan, Esquire
September 3, 2009
Page 2

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

3 covered jumbo hopper cars RELEASED: CNW 490359, CNW 490443
and CNW 490838.

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

Lease Termination, Release of Lien and Bill of Sale.

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. 18443-RR FILED

SEP 03 '09 -11 00 AM

EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

(CNW 1993-B)

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of July 30, 2009

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

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 30, 2009, among UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company), a Delaware corporation (the "Lessee"), U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, 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"). Capitalized terms used herein without definition shall have the respective meanings set forth in Appendix A to the Lease as defined below.

WITNESSETH

WHEREAS, (i) the Lessee, the Lessor, and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (CNW 1993-B) dated as of October 14, 1993 (as amended, supplemented and modified to date, the "Participation Agreement"), (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement (CNW 1993-B) dated as of October 14, 1993 (as amended, supplemented and modified to date, the "Lease"), and (iii) as a result of the January 30, 2007 refinancing of the leveraged lease financing of the CNW 1993-B railroad rolling stock, the Indenture Trustee and the Owner Trustee entered into an Indenture and Security Agreement (CNW 1993-B) dated as of January 30, 2007 (as amended, supplemented and modified to date, the "Indenture"), which replaced the original Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993 between the Indenture Trustee and Owner Trustee; and

WHEREAS, three (3) covered jumbo hopper railcars 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.

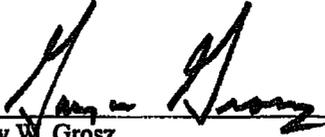
3. Except as amended hereby, the Lease and Indenture are hereby confirmed and ratified and shall continue in full force and effect.

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.

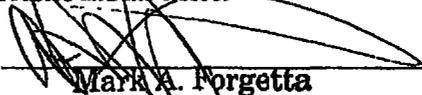
5. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing or deposit, each of the Memoranda described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated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

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

By: _____
Name: _____
Title: _____

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: _____

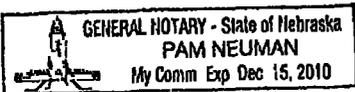
**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
as Indenture Trustee

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

State of Nebraska)
)
County of Douglas) ss

On this 24th day of August, 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
Pam Neuman, Notary Public

My Commission Expires: December 15, 2010

State of Connecticut)
)
County of Hartford) ss

On this 20th day of August, 2009, before me, a notary public, personally appeared Mark Forgetta, 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)

Karen R. Felt
Notary Public

My Commission Expires:



State of _____)
)
County of _____) ss

On this _____ day of _____, 2009, 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: _____

State of Nebraska)
)
County of Douglas) ss

On this ____ day of _____, 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: December 15, 2010

State of Connecticut)
)
County of Hartford) ss

On this ____ day of _____, 2009, 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 Illinois)
)
County of Cook) ss

On this 3 day of September, 2009, 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)

[Signature]

Notary Public

My Commission Expires: 1-7-12

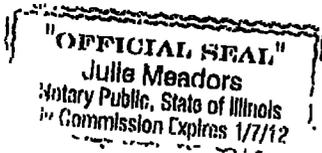


EXHIBIT A

SCHEDULE OF TERMINATED EQUIPMENT

| <u>Description</u> | <u>Quantity</u> | <u>Road Number</u> |
|----------------------|-----------------|--|
| Covered Jumbo Hopper | 3 | CNW 490359 CNW 490443 CNW 490838 |

EXHIBIT B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

| <u>Description</u> | <u>Date Filed</u> | <u>Recordation Number</u> |
|---|-------------------|---------------------------|
| Lease of Railroad Equipment (CNW 1993-B), dated as of October 14, 1993 | October 21, 1993 | 18443 |
| Trust Indenture and Security Agreement (CNW 1993-B), dated as of October 14, 1993 | October 21, 1993 | 18443-A |
| Lease Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993 | November 29, 1993 | 18443-B |
| Indenture Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993 | November 29, 1993 | 18443-C |
| Lease Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993 | December 28, 1993 | 18443-D |
| Indenture Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993 | December 28, 1993 | 18443-E |
| Lease Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993 | December 30, 1993 | 18443-F |
| Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 2, dated December 30, 1993 | January 5, 1994 | 18443-G |
| Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 2, dated December 30, 1993 | January 5, 1994 | 18443-H |
| Lease Supplement (CNW 1993-B) No. 3, dated as of January 28, 1994 | January 26, 1994 | 18443-I |
| Indenture Supplement (CNW 1993-B) No. 3, dated as of January 28, 1994 | January 26, 1994 | 18443-J |
| Lease Supplement (CNW 1993-B) No. 4, dated as of January 28, 1994 | January 26, 1994 | 18443-K |
| Indenture Supplement (CNW 1993-B) No. 4, dated as of January 28, 1994 | January 26, 1994 | 18443-L |
| Lease Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994 | February 28, 1994 | 18443-M |
| Indenture Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994 | February 28, 1994 | 18443-N |
| Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 4, dated as of March 1, 1994 | March 17, 1994 | 18443-O |
| Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 4, dated as of March 1, 1994 | March 17, 1994 | 18443-P |
| Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 5, dated as of March 1, 1994 | March 17, 1994 | 18443-Q |
| Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 5, dated as of March 1, 1994 | March 17, 1994 | 18443-R |
| Lease Supplement (CNW 1993-B) No. 6, dated as of March 30, 1994 | March 29, 1994 | 18443-S |
| Indenture Supplement (CNW 1993-B) No. 6, dated as of March 30, 1994 | March 29, 1994 | 18443-T |

| <u>Description</u> | <u>Date Filed</u> | <u>Recordation Number</u> |
|---|--------------------|---------------------------|
| Lease Supplement (CNW 1993-B) No. 7, dated as of April 29, 1994 | April 28, 1994 | 18443-U |
| Indenture Supplement (CNW 1993-B) No. 7, dated as of April 29, 1994 | April 28, 1994 | 18443-V |
| Lease Supplement (CNW 1993-B) No. 8, dated as of May 31, 1994 | May 27, 1994 | 18443-X |
| Indenture Supplement (CNW 1993-B) No. 8 dated as of May 31, 1994 | May 27, 1994 | 18443-Y |
| Instrument of Acknowledgement of Succession, dated as of May 19, 2000 | May 19, 2000 | 18443-AA |
| Amendment No. 2 to Lease Supplement (CNW 1993-B) No. 5, dated as of July 15, 2003 | July 17, 2003 | 18443-CC |
| Notice of Succession of Trusteeship, dated as of August 27, 2004 | September 22, 2004 | 18443-EE |
| Memorandum of Amended and Restated Equipment Description (CNW 1993-B), dated as of January 30, 2007 | January 26, 2007 | 18443-KK |
| Memorandum of Trust Indenture and Security Agreement (CNW 1993-B), dated as of January 30, 2007 | January 26, 2007 | 18443-LL |
| Memorandum of Trust Indenture Supplement No. 1 (CNW 1993-B), dated as of January 30, 2007 | January 26, 2007 | 18443-MM |
| Memorandum of Lease Assignment (CNW 1993-B), dated as of January 30, 2007 | January 26, 2007 | 18443-NN |
| Termination of Trust Indenture and Security Agreement (CNW 1993-B), dated as of January 30, 2007 | January 30, 2007 | 18443-OO |

EXHIBIT B

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

| <u>Description</u> | <u>Date Filed</u> | <u>Recordation Number</u> |
|---|-------------------|---------------------------|
| Lease of Railroad Equipment (CNW 1993-B), dated as of October 14, 1993 | October 22, 1993 | 4710 |
| Trust Indenture and Security Agreement (CNW 1993-B), dated as of October 14, 1993 | October 22, 1993 | 4709 |
| Lease Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993 | November 30, 1993 | 4706 |
| Indenture Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993 | | |
| Lease Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993 | December 30, 1993 | 4701 |
| Indenture Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993 | December 30, 1993 | 4702 |
| Lease Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993 | | |
| Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 2, dated December 30, 1993 | January 4, 1994 | 4699 |
| Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 2, dated December 30, 1993 | | |
| Lease Supplement (CNW 1993-B) No. 3, dated as of January 28, 1994 | January 27, 1994 | 4749 |
| Indenture Supplement (CNW 1993-B) No. 3, dated as of January 28, 1994 | January 27, 1994 | 4750 |
| Lease Supplement (CNW 1993-B) No. 4, dated as of January 28, 1994 | January 27, 1994 | 4747 |
| Indenture Supplement (CNW 1993-B) No. 4, dated as of January 28, 1994 | | |
| Lease Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994 | February 28, 1994 | 4743 |
| Indenture Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994 | February 28, 1994 | 4744 |
| Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 4, dated as of March 1, 1994 | March 14, 1994 | 4737 |
| Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 4, dated as of March 1, 1994 | | |
| Amendment No. 1 to Lease Supplement (CNW 1993-B) No. 5, dated as of March 1, 1994 | March 14, 1994 | 4741 |
| Amendment No. 1 to Indenture Supplement (CNW 1993-B) No. 5, dated as of March 1, 1994 | March 14, 1994 | 4742 |
| Lease Supplement (CNW 1993-B) No. 6, dated as of March 30, 1994 | March 30, 1994 | 4731 |
| Indenture Supplement (CNW 1993-B) No. 6, dated as of March 30, 1994 | March 30, 1994 | 4732 |

| <u>Description</u> | <u>Date Filed</u> | <u>Recordation Number</u> |
|---|-------------------|---------------------------|
| Lease Supplement (CNW 1993-B) No. 7, dated as of April 29, 1994 | April 28, 1994 | 4727 |
| Indenture Supplement (CNW 1993-B) No. 7, dated as of April 29, 1994 | April 28, 1994 | 4728 |
| Lease Supplement (CNW 1993-B) No. 8, dated as of May 31, 1994 | May 27, 1994 | 4605 |
| Indenture Supplement (CNW 1993-B) No. 8 dated as of May 31, 1994 | | |
| Instrument of Acknowledgement of Succession, dated as of May 19, 2000 | | |
| Amendment No. 2 to Lease Supplement (CNW 1993-B) No. 5, dated as of July 15, 2003 | July 18, 2003 | 14855 |
| Notice of Succession of Trusteeship, dated as of August 27, 2004 | | |
| Memorandum of Amended and Restated Equipment Description (CNW 1993-B), dated as of January 30, 2007 | January 26, 2007 | |
| Memorandum of Trust Indenture and Security Agreement (CNW 1993-B), dated as of January 30, 2007 | January 26, 2007 | |
| Memorandum of Trust Indenture Supplement No. 1 (CNW 1993-B), dated as of January 30, 2007 | January 26, 2007 | |
| Memorandum of Lease Assignment (CNW 1993-B), dated as of January 30, 2007 | January 26, 2007 | |
| Termination of Trust Indenture and Security Agreement (CNW 1993-B), dated as of January 30, 2007 | January 30, 2007 | |

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:

9/3/09



Robert W. Alvord