

RECORDATION NO. 18859-00 FILED

JUL 13 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C ALVORD (1942)
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OF COUNSEL
URBAN A LESTER

July 13, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Limited Warranty Bill of Sale, dated as of June 30, 2010, 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 Board under Recordation Number 18859.

The name and address of the party to the enclosed document are:

Seller: U.S. Bank National Association (successor in interest to Shawmut Bank Connecticut, National Association)
225 Asylum Street
Hartford, CT 06103

Section Chief
July 13, 2010
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A description of the railroad equipment covered by the enclosed document is:

1 locomotive: SP 8586.

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

Limited Warranty 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,

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

Robert W. Alvord

RWA/sem
Enclosures

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LIMITED WARRANTY BILL OF SALE
(SPT 1994-C)

SURFACE TRANSPORTATION BOARD

U S Bank National Association (successor to Shawmut Bank Connecticut, National Association), not in its individual capacity but solely as Owner Trustee (the "Seller") under the Trust Agreement (SPTC Trust No. 1994-2) (Redesignated SPT 1994-C), dated as of January 15, 1994, between the Seller in its individual capacity and Union Pacific Railroad Company (successor to Southern Pacific Transportation Company), a Delaware corporation (the "Buyer"), in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from Buyer, hereby grants, sells, assigns, conveys, transfers, delivers and sets over unto the Buyer, all of the Seller's right, title and interest in and to the item of equipment identified in Exhibit A attached hereto and made a part hereof, together with all parts, appurtenances or other property attached to or installed on such item of equipment (collectively with and including such parts, appurtenances and other property, the "Unit"), indicated in Exhibit A attached hereto

To have and to hold, all and singular, the rights to the Unit to the Buyer and its successors and assigns forever.

The sale of the Unit by Seller to Buyer hereby is on an "AS IS" "WHERE IS" BASIS AND, EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY FOLLOWING SENTENCE, SELLER SHALL NOT BE DEEMED TO HAVE MADE, AND SELLER HEREBY DISCLAIMS, ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, PERFORMANCE, SPECIFICATIONS OR CONDITION OF THE UNIT, THE EXISTENCE OF ANY LIEN OR ENCUMBRANCE UPON THE UNIT, THE MERCHANTABILITY THEREOF OR THE FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE THEREFOR, SELLER'S TITLE THERETO, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE UNIT, ITS VALUE OR CONFORMITY OF THE UNIT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO, IT BEING AGREED THAT AS BETWEEN SELLER AND BUYER ALL SUCH RISKS ARE TO BE BORNE BY BUYER. Seller represents and warrants to Buyer that it is conveying to Buyer whatever right, title and interest in and to the Unit that it received, and that there are no liens, claims, charges, security interests or other encumbrances arising by, through or under Seller with respect to the Unit

This Limited Warranty Bill of Sale shall in all respects be governed by, and construed in accordance with the law of the State of New York (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance

IN WITNESS WHEREOF, the Seller has caused this Limited Warranty Bill of Sale to be duly executed by its officer thereunto duly authorized on this 30th day of June, 2010.

U.S. BANK NATIONAL ASSOCIATION
(successor to Shawmut Bank Connecticut,
National Association), not in its individual
capacity, but as Owner Trustee, as the Seller

By M Y Dufresne
Name: Maryanne Y. Dufresne
Title: Vice President

EXHIBIT A

EQUIPMENT	QUANTITY	ROAD NUMBER
SD40M-2 Locomotive	1	SP 8586

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: 7 | 13 | 10



Robert W. Alvord