

RECORDATION NO 19494-EE

FILED

January 02, 2013 04:55 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD

ATTORNEYS AT LAW

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

OF COUNSEL
URBAN A. LESTER

January 2, 2012

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 Partial Lease Termination and Release of Liens (UPRR 1995-A-1), dated as of January 2, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Indenture and Security Agreement (UPRR 1995-A-1) and related documents previously filed with the Commission and Board under Recordation Number 19494.

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

Lessee: Union Pacific Railroad Company
1400 Douglas Street, Stop 1580
Omaha, NE 68179

Owner Trustee/
Lessor: Wells Fargo Bank Northwest, N.A. (successor
to First Security Bank of Utah, NA)
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

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

Chief
Section of Administration
January 2, 2013
Page 2

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

400 railcars RELEASED within the series UP 89350 – UP 90349 as more particularly set forth in the attachment to the document.

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

Partial Lease Termination and Release of Liens (UPRR 1995-A-1).

Also enclosed is a check in the amount of \$42.00 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 'Edward M. Luria', with a stylized, flowing script.

Y Edward M. Luria

EML/sem
Enclosures

EXECUTION VERSION

(UPRR 1995-A-1)

PARTIAL LEASE TERMINATION
AND
RELEASE OF LIENS

Dated as of January 2, 2013

among

UNION PACIFIC RAILROAD COMPANY,
as Lessee

WELLS FARGO BANK NORTHWEST, N.A.,
(successor to First Security Bank of Utah, N.A.)
(not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee),
as 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 WITH 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, SOLELY WITH RESPECT TO THE EQUIPMENT DESCRIBED ON EXHIBIT A-1 AND EXHIBIT A-2 ATTACHED HERETO.

THIS PARTIAL LEASE TERMINATION AND RELEASE OF LIENS (this "Agreement"), dated as of January 2, 2013, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), WELLS FARGO BANK NORTHWEST, N.A. (successor to First Security Bank of Utah, N.A.), a national banking association, 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., a national banking association, as Indenture Trustee (the "Indenture Trustee"). Capitalized terms used herein without definition shall have the respective meanings set forth in the Participation Agreement (defined below).

WITNESSETH

WHEREAS, (i) the Lessee, the Lessor, and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (UPRR 1995-A-1) dated as of June 15, 1995 (as amended, supplemented and modified to date, the "Participation Agreement"); (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement (UPRR 1995-A-1) dated as of June 15, 1995 (as amended and supplemented by Lease Supplement No. 5 (defined below) and as further amended, supplemented and modified to date, the "Lease"); and (iii) as a result of the December 1, 2006 refinancing of the leveraged lease financing of the UPRR 1995-A-1 railroad rolling stock, among other documents, (x) the Indenture Trustee and the Owner Trustee entered into a Trust Indenture and Security Agreement (UPRR 1995-A-1) dated as of December 1, 2006 (as amended, supplemented and modified to date, the "Indenture"), which replaced the original Trust Indenture and Security Agreement (UPRR 1995-A-1) dated as of June 15, 1995 between the Indenture Trustee and Owner Trustee and (y) Lessee, Owner Trustee and Indenture Trustee entered Lease and Indenture Supplement No. 5, dated December 1, 2006 ("*Lease Supplement No. 5*") amending and restating Amended and Restated Lease and Indenture Supplement No. 1, dated December 13, 1995, Amended and Restated Lease and Indenture Supplement No. 2, dated December 13, 1995, Lease and Indenture Supplement No. 3, dated December 29, 1995 and Lease and Indenture Supplement No. 4, dated February 15, 1996, in each case leasing the Railcars listed in Schedule 1 thereto under the Lease; and

WHEREAS, the Lessee has provided to the Lessor, the Owner Participant and the Indenture Trustee a Loss Notice, dated November 20, 2012, that an Event of Loss pursuant to Section 12(b) of the Lease has occurred with respect to two (2) covered hopper railcars listed on Exhibit A-1 hereto (the "Terminated Equipment") and the Lessee has elected not to replace the Terminated Equipment and shall pay the Stipulated Loss Value and all other amounts required to be paid with respect to the Terminated Equipment under the Lease on the date hereof; and

WHEREAS, the Lessee provided notice to Lessor dated November 21, 2012, that it has elected to exercise its early purchase option under the Lease (the "Early Buy-Out Option") with respect to the covered hopper railcars listed on Exhibit A-2 attached hereto and incorporated herein by this reference (the "EBO Equipment" and together with the Terminated Equipment, collectively, the "Equipment") and has paid the purchase price in full in accordance with Section 4 of the Lease (together with the Stipulated Loss Value Payment, the "Purchase Price"); and

WHEREAS, the Owner Participant, Lessor, Lessee and Indenture Trustee have entered into a Termination and Release Agreement (UPRR 1995-A-1) dated as of the date hereof (the "Termination") memorializing the parties understandings with respect to the Lessee's payment of the Stipulated Loss Value and exercise of its Early Buy-Out Option;

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

1. The Lessor and Indenture Trustee do hereby acknowledge the Lessee's payment of the Purchase Price; and (a) solely with respect to the Equipment, any and all Liens under the Indenture are hereby released and cancelled; and (b) the Lease is hereby terminated and cancelled solely with respect to the Equipment, and the Lessor has granted, bargained, sold, transferred and conveyed unto the Lessee without recourse or warranty except as provided in the Bill of Sale (as defined in the Termination) all of its right, title and interest in and to the Equipment, "as is, where is," to have and to hold all and singular the Equipment unto the Lessee, its successors and assigns forever.

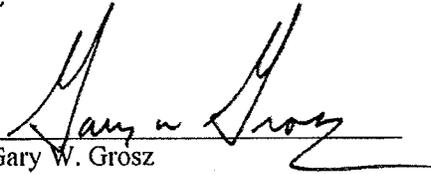
2. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

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-1 and Exhibit A-2 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.

UNION PACIFIC RAILROAD COMPANY,
as Lessee

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

WELLS FARGO BANK NORTHWEST, N.A., not in its
individual capacity, but solely as Owner Trustee,
as Lessor

By: _____
Name:
Title:

BNY MIDWEST TRUST COMPANY, N.A.,
as Indenture Trustee

By: _____
Name:
Title:

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

WELLS FARGO BANK NORTHWEST, N.A., not in its
individual capacity, but solely as Owner Trustee,
as Lessor

By: _____
Name:
Title:

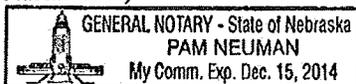
THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Indenture Trustee

By:  _____
Name: D.G. Donovan
Title: Vice President

State of Nebraska)
) ss
County of Douglas)

On this 14th day of December, 2012, 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**, as Lessee, 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: 12-15-2014

State of Utah)
) ss
County of Salt Lake)

On this ____ day of December, 2012, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of **WELLS FARGO BANK NORTHWEST, N.A.**, as Owner Trustee, 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:

State of Illinois)
) ss
County of Cook)

On this ____ day of December, 2012, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of **BNY MIDWEST TRUST COMPANY, N.A.**, as Indenture Trustee, 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:

State of Nebraska)
)
County of Douglas) ss

On this ____ day of December, 2012, 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**, as Lessee, 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.

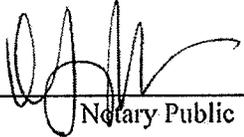
(Notarial Seal)

Notary Public

My Commission Expires:

State of Utah)
)
County of Salt Lake) ss

On this 18th day of December, 2012, before me, a notary public, personally appeared Michael Arsenault, to me personally known, who being by me duly sworn says that he is the Vice President of **WELLS FARGO BANK NORTHWEST, N.A.**, as Owner Trustee, 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.



Notary Public

My Commission Expires:

State of Illinois)
)
County of Cook) ss

On this ____ day of December, 2012, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of **BNY MIDWEST TRUST COMPANY, N.A.**, as Indenture Trustee, 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:

State of Nebraska)
)
County of Douglas) ss

On this ____ day of December, 2012, 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, as Lessee, 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:

State of Utah)
)
County of Salt Lake) ss

On this ____ day of December, 2012, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of **WELLS FARGO BANK NORTHWEST, N.A.**, as Owner Trustee, 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)

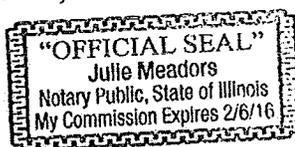
Notary Public

My Commission Expires:

State of Illinois)
)
County of Cook) ss

On this 19th day of December, 2012, before me, a notary public, personally appeared D. G. DONOVAN, to me personally known, who being by me duly sworn says that he is the VICE PRESIDENT of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, as Indenture Trustee, 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)



[Signature]

Notary Public

My Commission Expires: 2-6-16

Exhibit A-1

SCHEDULE OF EQUIPMENT

“TERMINATED EQUIPMENT”

Railcar Type	Quantity	Description	Road Numbers
F	2	Covered Hopper Cars	UP 89440 UP 89512

**EXHIBIT A-2
SCHEDULE OF EQUIPMENT**

“EBO EQUIPMENT”

Railcar Type	Quantity	Description	Road Numbers
F	398	Covered Hopper Cars	UP 89350 - 89353 UP 89355 - 89363 UP 89365 - 89375 UP 89377 - 89431 UP 89433 - 89439 UP 89441 - 89450 UP 89452 - 89473 UP 89475 UP 89477 UP 89479 UP 89481 UP 89483 - 89495 UP 89497 - 89501 UP 89503 - 89508 UP 89510 UP 89513 - 89518 UP 89520 - 89530 UP 89532 - 89571 UP 89573 - 89579 UP 89581 - 89585 UP 89587 UP 89589 - 89604 UP 89606 UP 89608 - 89615 UP 89618 UP 89619 - 89622 UP 89624 - 89629 UP 89631 UP 89633 - 89637 UP 89639 - 89643 UP 89645 - 89657 UP 89660 - 89661 UP 89664 UP 89666 - 89681 UP 89683 - 89772 UP 89775 - 89786

Exhibit A-2 (continued)
SCHEDULE OF EQUIPMENT

“EBO EQUIPMENT”

Railcar Type	Quantity	Description	Road Numbers
G	193	Covered Hopper Cars	UP 89482 UP 89519 UP 89572 UP 89580 UP 89586 UP 89588 UP 89605 UP 89607 UP 89616 - 89617 UP 89630 UP 89632 UP 89658 UP 89659 UP 89662 UP 89774 UP 90155 - 90157 UP 90159 - 90162 UP 90164 - 90178 UP 90180 - 90203 UP 90205 - 90213 UP 90215 - 90220 UP 90222 - 90231 UP 90233 - 90247 UP 90249 - 90267 UP 90270 UP 90272 - 90277 UP 90279 - 90289 UP 90291 - 90298 UP 90300 - 90318 UP 90320 - 90333 UP 90335 - 90343 UP 90346 - 90349

Exhibit B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement, dated June 15, 1995	June 28, 1995	19494
Amended and Restated Memorandum of Lease Agreement, dated June 15, 1995	March 14, 1996	19494-H
Memorandum of Amended and Restated Equipment Description (UPRR 1995-A-1), dated December 1, 2006	November 29, 2006	19494-O
Memorandum of Indenture and Security Agreement (UPRR 1995-A-1), dated December 1, 2006	November 29, 2006	19494-P
Memorandum of Lease and Indenture Supplement No. 5 (UPRR 1995-A-1), dated December 1, 2006	November 29, 2006	19494-Q
Memorandum of Lease Assignment, dated December 1, 2006	November 29, 2006	19494-R

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Document Key</u>
Memorandum of Lease Agreement, dated June 15, 1995	June 28, 1995	9857
Memorandum of Amended and Restated Equipment Description (UPRR 1995-A-1), dated December 1, 2006	November 29, 2006	18008
Memorandum of Indenture and Security Agreement (UPRR 1995-A-1), dated December 1, 2006	November 29, 2006	18007
Memorandum of Lease and Indenture Supplement No. 5 (UPRR 1995-A-1), dated December 1, 2006	November 29, 2006	18009
Memorandum of Lease Assignment, dated December 1, 2006	November 29, 2006	18010

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 1/2/13

Edward M Luria
Edward M. Luria