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

April 18, 2013

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 Termination of Lease, Release of Lien and Bill of Sale, effective as of January 1, 2010 of Documents.

The enclosed document relates to the Indenture and Security Agreement, Lease Agreement and related documents previously filed with the Commission and the Board under Recordation Numbers 18882 and 18883.

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

Indenture Trustee: The Bank of New York Mellon Trust Company,  
N.A. (f/k/a BNY Midwest Trust Company)  
One Wall Street  
New York, NY 10286

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

Chief  
Section of Administration  
April 18, 2013  
Page 2

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

83 autoracks: UPKL 90973 – 90976, UPKL 90978 – 90993 and UPKL 90995 – 91057 are terminated; and 365 bi-level autoracks within the series UPKL 90873 – 91328 as set forth in the attachment to the document are also terminated.

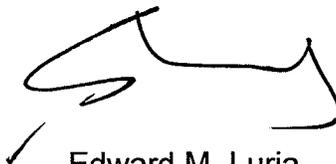
A short summary of the document to appear in the index is:

Partial Termination of Lease, Release of Lien and Bill of Sale.

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 flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**PARTIAL TERMINATION OF LEASE, RELEASE OF LIEN AND BILL OF SALE**

THIS PARTIAL TERMINATION OF LEASE, RELEASE OF LIEN AND BILL OF SALE (the "Agreement") is made and entered into as of March 18, 2010 effective as of January 1, 2010 between U.S. BANK NATIONAL ASSOCIATION (as successor to The First National Bank of Boston) ("US Bank"), not in its individual capacity, but solely as Owner Trustee, as Lessor ("Lessor") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (as successor to BNY Midwest Trust Company as successor to Harris Trust and Savings Bank), as Indenture Trustee (the "Indenture Trustee").

WHEREAS, Lessor has leased to Union Pacific Railroad Company certain railcars identified on Schedule 1 attached hereto (the "Terminated Equipment") pursuant to that certain Lease Agreement, dated as of June 1, 1994, as more fully identified on Schedule 2 attached hereto (the "Lease"), a copy of which (or evidence thereof) was filed with the Surface Transportation Board (the "STB") and the Registrar General of Canada (the "RGC"), on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 2 attached hereto (capitalized terms used herein without definition shall have the respective meanings set forth in the Lease); and

WHEREAS, Lessor and Indenture Trustee have entered into an Indenture and Security Agreement, dated as of June 1, 1994, as more fully identified on Schedule 2 attached hereto (the "Indenture"), a copy of which (or evidence thereof) was filed with the STB and the RGC, on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 2 attached hereto.

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

1. The lien of the Indenture with respect to the Terminated Equipment is released and discharged, and the Indenture Trustee does hereby grant, bargain, sell, transfer and convey unto the Lessor 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 with respect to the Terminated Equipment is released and cancelled and Lessor hereby releases all of its right, title and interest in and to the Terminated Equipment and conveys unto First Union Rail Corporation ("FURC") all of Lessor's right, title and interest in and to the Terminated Equipment on an "AS IS," "WHERE IS" BASIS WITHOUT RECOURSE OR WARRANTY OF ANY KIND except that the Terminated Equipment is free and clear of Owner Encumbrances arising by, through or under Lessor or US Bank, to have and to hold all and singular the Terminated Equipment unto FURC, its successors and assigns forever.

3. This instrument is executed upon the express condition that nothing herein shall be construed to release from the lien of the Lease or the Indenture or to impair such lien upon any property subject thereto, except the Terminated Equipment.

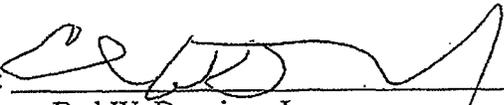
4. This document may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

5. This Agreement shall be filed with the STB and deposited with the RGC, and upon such filing or deposit, each of the Memoranda described on Schedule 2 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date herein above written.

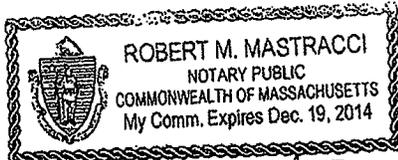
U.S. BANK NATIONAL ASSOCIATION,  
as Owner Trustee

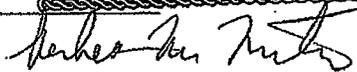
By:   
Name: Earl W. Dennison Jr.  
Title: Vice President

STATE OF MASSACHUSETTS    )  
  ) ss:  
COUNTY OF SUFFOLK        )

The foregoing Agreement was acknowledged before me, the undersigned Notary Public, in the County of Suffolk this 17th day of March, 2010 by Earl W. Dennison Jr., as Vice President of U.S. Bank National Association, not individually but solely as Owner Trustee.

Notary Public  
My commission expires: \_\_\_\_\_





[Notarial Seal]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date herein above written.

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

By: *[Signature]*  
Name: D. G. DONOVAN  
Title: VICE PRESIDENT

STATE OF COOK            )  
                                  ) ss:  
COUNTY OF ILLINOIS    )

The foregoing Agreement was acknowledged before me, the undersigned Notary Public, in the County of Cook this 11th day of March, 2010 by D.G. Donovan, as Vice President of The Bank Of New York Mellon Trust Company, N.A., not individually but solely as Indenture Trustee.

Notary Public  
My commission expires: 1-7-12

[Notarial Seal]



Schedule 1  
(Terminated Equipment)

Eighty-three (83) tri-level autoracks

UPKL 90973-90976 (both inclusive);  
UPKL 90978-90993 (both inclusive);  
UPKL 90995-91057 (both inclusive)

Three Hundred Sixty Five (365) bi-level autoracks

UPKL 90873-90972 (both inclusive);  
UPKL 91058-91147 (both inclusive);  
UPKL 91149-91173 (both inclusive);  
UPKL 91175-91188 (both inclusive);  
UPKL 91190-91243 (both inclusive);  
UPKL 91245-91268 (both inclusive);  
UPKL 91270-91319 (both inclusive);  
UPKL 91321-91328 (both inclusive)

Schedule 2  
(STB filing information)

Lease Agreement, dated as of June 1, 1994	July 6,1994	18883
Indenture and Security Agreement, dated as of June 1, 1994	July 6,1994	18882
Lease and Indenture Supplement No. 1, dated as of July 6, 1994	July 6,1994	18883-A 18882-A
Lease and Indenture Supplement No. 2, dated as of September 30, 1994	September 30,1994	18883-B 18882-B
Memorandum of Succession of Owner Trustee, dated as of November 1, 1997	November 28, 1997	18883-C 18882-C
Lease Termination, Release of Lien and Bill of Sale, dated as of July 1,2003	October 21, 2003	18883-D 18882-D
Memorandum of Lease and Indenture Supplement No. 3, dated as of November 1, 2004	October 29, 2004	18883-E
Lease Termination, Release of Lien and Bill of Sale, dated as of November 1, 2004	December 13, 2004	18883-F 18882-E
Memorandum of Lease and Indenture Supplement No. 3, dated as of November 1, 2004	March 11, 2005	18882-F
Lease Termination, Release of Lien and Bill of Sale, dated as of January 3, 2005	August 12, 2005	18883-G 18882-G
Statement of Change in Reporting Marks, dated as of December 28, 2005	December 30, 2005	18883-H 18882-H
Lease Termination, Release of Lien and Bill of Sale, dated as of January 3, 2006	February 24, 2006	18883-I 18882-I
Lease Termination, Release of Lien and Bill of Sale, dated as of July 1, 2008	September 22, 2008	18882-J 18883-J
Lease Termination, Release of Lien and Bill of Sale, dated as of January 1, 2009	August 6, 2009	18882-K 18883-K
Lease Termination, Release of Lien and Bill of Sale, dated as of July 1, 2009	September 3, 2009	18882-L 18883-L

Schedule 2  
(RGC filing information)

Lease Agreement, dated as of June 1, 1994	July 6,1994
Indenture and Security Agreement, dated as of June 1, 1994	July 6,1994
Lease and Indenture Supplement No. 1, dated as of July 6, 1994	July 6,1994
Lease and Indenture Supplement No. 2, dated as of September 30, 1994	September 30, 1994
Lease Termination, Release of Lien and Bill of Sale, dated as of July 1,2003	October 21, 2003
Memorandum of Lease and Indenture Supplement No. 3, dated as of November 1, 2004	October 29, 2004
Lease Termination, Release of Lien and Bill of Sale, dated as of November 1, 2004	December 10, 2004
Memorandum of Lease and Indenture Supplement No. 3, dated as of November 1, 2004	October 29, 2004
Lease Termination, Release of Lien and Bill of Sale, dated as of January 3, 2005	August 12, 2005
Statement of Change in Reporting Marks, dated as of December 28, 2005	December 30, 2005
Lease Termination, Release of Lien and Bill of Sale, dated as of January 3, 2006	February 27, 2006
Lease Termination, Release of Lien and Bill of Sale, dated as of July 1, 2008	September 24, 2008
Lease Termination, Release of Lien and Bill of Sale, dated as of January 1, 2009	August 10, 2009
Lease Termination, Release of Lien and Bill of Sale, dated as of July 1, 2009	September 10, 2009

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: 4/18/13

Edward M Luria  
Edward M. Luria