

RECORDATION NO. 19001-W FILED

AUG 17 '10 9 00 AM

SURFACE TRANSPORTATION BOARD

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

August 17, 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 Lease Termination, Release of Lien and Bill of Sale (SPT 1994-A), dated as of July 2, 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 the Board under Recordation Number 19001.

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

Indenture Trustee: Wells Fargo Bank Northwest, N.A.  
299 South Main Street  
Salt Lake City, UT 8411

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

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

Chief  
Section of Administration  
August 17, 2010  
Page 2

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

2 open top hopper cars RELEASED: CTRN 601387 and CTRN 601370.

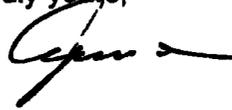
A short summary of the document to appear in the index is.

Lease Termination, Release of Lien and Bill of Sale (SPT 1994-A).

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. 19001-W FILED EXECUTION VERSION

AUG 17 '10 -9 00 AM

**SURFACE TRANSPORTATION BOARD**

(SPT 1994-A)

LEASE TERMINATION,  
RELEASE OF LIEN  
AND  
BILL OF SALE

Dated as of July 2, 2010

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

WELLS FARGO BANK NORTHWEST, 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 2, 2010, among UNION PACIFIC RAILROAD COMPANY (successor to Southern Pacific Transportation Company), a Delaware corporation (the "Lessee"), U.S. BANK, NATIONAL ASSOCIATION (successor to State Street Bank and Trust Company of 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 WELLS FARGO BANK NORTHWEST, N.A. (successor to U.S. Bank, National Association, the successor to The First National Bank of Boston), 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 (SPT 1994-A) dated as of September 29, 1994 (as amended, supplemented and modified to date, the "Participation Agreement"); (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement (SPT 1994-A) dated as of September 29, 1994 (as amended, supplemented and modified to date, the "Lease"); and (iii) as a result of the January 2, 2007 refinancing of the leveraged lease financing of the SPT 1994-A railroad rolling stock, the Indenture Trustee and the Owner Trustee entered into a Trust Indenture and Security Agreement (SPT 1994-A) dated as of January 2, 2007 (as amended, supplemented and modified to date, the "Indenture"), which replaced the original Trust Indenture and Security Agreement (SPT 1994-A) dated as of September 29, 1994 between the Indenture Trustee and the Owner Trustee; and**

**WHEREAS, two (2) open top hoppers 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.

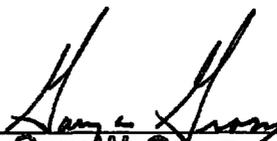
3. Except as amended hereby, the Lease and Indenture are hereby confirmed and ratified and shall continue in full force and effect.

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: \_\_\_\_\_  
Title: \_\_\_\_\_

**WELLS FARGO BANK NORTHWEST, N.A.,**  
as Indenture Trustee

By:   
Name: Brandon Mills  
Title: Vice President

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.

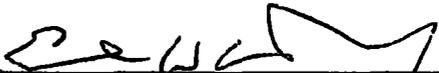
5. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing or deposit, each of the Memoranda described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated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

**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: **EARL W. DENNISON JR.**  
Title: **VICE PRESIDENT**

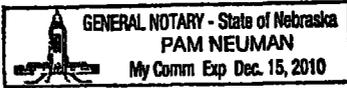
**WELLS FARGO BANK NORTHWEST, N.A.,**  
as Indenture Trustee

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

State of Nebraska )  
 )  
County of Douglas ) ss

On this 13th day of August, 2010, 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 Massachusetts )  
 )  
County of Suffolk ) ss

On this \_\_\_\_ day of \_\_\_\_\_, 2010, 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)

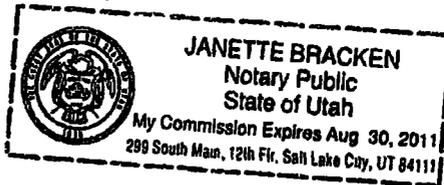
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State of Utah )  
 )  
County of Salt Lake ) ss

On this 13th day of August, 2010, before me, a notary public, personally appeared Brandon Mills, to me personally known, who being by me duly sworn says that he is the Vice President of WELLS FARGO BANK NORTHWEST, 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. \_\_\_\_\_

State of Nebraska )  
 )  
County of Douglas ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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)

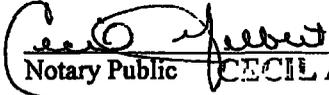
\_\_\_\_\_  
Pam Neuman, Notary Public

My Commission Expires: December 15, 2010

State of Massachusetts )  
 )  
County of Suffolk ) ss

On this 18<sup>th</sup> day of August, 2010, before me, a notary public, personally appeared Earl W. Deussen Sr. 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)

  
Notary Public CECIL A. GILBERT

My Commission Expires: July 1, 2016

State of Utah )  
 )  
County of Salt Lake ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 WELLS FARGO BANK NORTHWEST, 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: \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF TERMINATED EQUIPMENT**

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Open Top Hopper	2	CTRN 601387 CTRN 601370

**EXHIBIT B****ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (SPT 1994-A), dated as of September 29, 1994	September 29, 1994	19001
Trust Indenture and Security Agreement (SPT 1994-A), dated as of September 29, 1994	September 29, 1994	19001-A
Lease Supplement (SPT 1994-A) No. 1, dated as of September 29, 1994	September 29, 1994	19001-B
Trust Indenture Supplement (SPT 1994-A) No. 1, dated as of September 29, 1994	September 29, 1994	19001-C
Lease Supplement (SPT 1994-A) No. 2, dated as of October 31, 1994	October 31, 1994	19001-D
Trust Indenture Supplement (SPT 1994-A) No. 2, dated as of October 31, 1994	October 31, 1994	19001-E
Lease Supplement (SPT 1994-A) No. 3, dated as of November 30, 1994	November 30, 1994	19001-F
Trust Indenture Supplement (SPT 1994-A) No. 3, dated as of November 30, 1994	November 30, 1994	19001-G
Lease Supplement (SPT 1994-A) No. 4, dated as of December 28, 1994	December 22, 1994	19001-H
Trust Indenture Supplement (SPT 1994-A) No. 4, dated as of December 28, 1994	December 22, 1994	19001-I
Notice of Succession of Trusteeship, dated as of August 27, 2004	September 22, 2004	19001-J
Statement of Change in Reporting Marks and/or Road Numbers, dated as of October 13, 2006	October 24, 2006	19001-L
Memorandum of Amended and Restated Equipment Description (SPT 1994-A), dated as of January 2, 2007	December 28, 2006	19001-O
Memorandum of Trust Indenture and Security Agreement (SPT 1994-A), dated as of January 2, 2007	December 28, 2006	19001-P
Memorandum of Trust Indenture Supplement No. 1 (SPT 1994-A), dated as of January 2, 2007	December 28, 2006	19001-Q
Memorandum of Lease Assignment (SPT 1994-A), dated as of January 2, 2007	December 28, 2006	19001-R
Termination of Trust Indenture and Security Agreement (SPT 1994-A), dated as of January 2, 2007	January 3, 2007	19001-S

**EXHIBIT B**

**ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS**

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (SPT 1994-A), dated as of September 29, 1994	September 29, 1994	9311
Trust Indenture and Security Agreement (SPT 1994-A), dated as of September 29, 1994	September 29, 1994	9313
Lease Supplement (SPT 1994-A) No. 1, dated as of September 29, 1994	September 29, 1994	9312
Trust Indenture Supplement (SPT 1994-A) No. 1, dated as of September 29, 1994	September 29, 1994	9314
Lease Supplement (SPT 1994-A) No. 2, dated as of October 31, 1994	October 31, 1994	9308
Trust Indenture Supplement (SPT 1994-A) No. 2, dated as of October 31, 1994	October 31, 1994	9307
Lease Supplement (SPT 1994-A) No. 3, dated as of November 30, 1994	November 30, 1994	9309
Trust Indenture Supplement (SPT 1994-A) No. 3, dated as of November 30, 1994	November 30, 1994	9310
Lease Supplement (SPT 1994-A) No. 4, dated as of December 28, 1994	December 28, 1994	9303
Trust Indenture Supplement (SPT 1994-A) No. 4, dated as of December 28, 1994	December 28, 1994	9304
Memorandum of Amended and Restated Equipment Description (SPT 1994-A), dated as of January 2, 2007	December 28, 2006	18072
Memorandum of Trust Indenture and Security Agreement (SPT 1994-A), dated as of January 2, 2007	December 28, 2006	18073
Memorandum of Trust Indenture Supplement No. 1 (SPT 1994-A), dated as of January 2, 2007	December 28, 2006	18074
Memorandum of Lease Assignment (SPT 1994-A), dated as of January 2, 2007	December 28, 2006	18075
Termination of Trust Indenture and Security Agreement (SPT 1994-A), dated as of January 2, 2007	January 2, 2007	18110

**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:

8 / 17 / 10



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