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OF COUNSEL
URBAN A LESTER

RECORDATION NO. 18445-FF FILED

JAN 30 '12 -5 30 PM

SURFACE TRANSPORTATION BOARD

January 30, 2012

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

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination and Release of Liens (CNW 1993-A), dated as of January 30, 2012, 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 18445.

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

Lessee: Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179-0001

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

Owner Participant: General Foods Credit Corporation
800 Westchester Avenue
Port Chester, NY 10573

Chief
Section of Administration
January 30, 2012
Page 2

Indenture Trustee: The Bank of New York Mellon Trust Company, N.A.
(successor to Harris Trust and Savings Bank)
One Wall Street
New York, NY 10286

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

65 locomotives RELEASED: CNW 8646 and within the series UP 9666 – UP 9769 as more particularly set forth in the attachment to the document.

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

Lease Termination and Release of Liens (CNW 1993-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,



Edward M. Luria

EML/sem
Enclosures

EXECUTION VERSION

RECORDATION NO.

18445-FF
FILED

JAN 30 '12 -5 30 PM

SURFACE TRANSPORTATION BOARD

(CNW 1993-A)

LEASE TERMINATION
AND
RELEASE OF LIENS

Dated as of January 30, 2012

among

UNION PACIFIC RAILROAD COMPANY
(successor to Chicago and North Western Transportation Company)

as Lessee

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

as Lessor

GENERAL FOODS CREDIT CORPORATION

as Owner Participant

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(successor to Harris Trust and Savings Bank)
(not in its individual capacity, except as expressly provided therein, but solely as trustee under the Indenture)

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, 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 ATTACHED HERETO.

THIS LEASE TERMINATION AND RELEASE OF LIENS (this "Agreement"), dated as of January 30, 2012, 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, National Association), 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"), GENERAL FOODS CREDIT CORPORATION, a Delaware corporation (the "Owner Participant") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to Harris Trust and Savings Bank), a national banking association, 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 Owner Trustee, the Owner Participant, and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (CNW 1993-A) 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-A) 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-A railroad rolling stock, the Indenture Trustee and the Owner Trustee entered into a Trust Indenture and Security Agreement (CNW 1993-A) 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-A) dated as of October 14, 1993 between the Indenture Trustee and the Owner Trustee;

WHEREAS, Section 19 of the Lease provides that upon the satisfaction of certain conditions specified therein, the Lessee shall have the right to purchase the Units subject to the Lease on the EBO Date (the "Early Buy-Out");

WHEREAS, the Lessee provided to the Lessor, the Owner Participant and the Indenture Trustee a notice, dated August 3, 2011, that it has elected to exercise its Early Buy-Out, in accordance with Section 19 of the Lease, with respect to sixty-five (65) General Electric Dash 9-44 CW diesel electric locomotives listed on Exhibit A hereto (the "EBO Equipment") on the EBO Date, and a copy of such notice is attached hereto as Exhibit C; and

WHEREAS, the parties hereto wish to set forth the terms upon which the Lessee shall make representations and payments required under Section 19 of the Lease.

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

1. **Lessee Representation.**

Lessee hereby represents to Lessor and the other parties hereto that on the EBO Date, no Lease Event of Default or Lease Default has occurred and is continuing.

2. **Payments.**

(a) Each party hereto agrees that Schedule 1 hereto sets forth the amount due with respect to the EBO Equipment on the EBO Date pursuant to Section 19 of the Lease (the "EBO Payment"). The parties acknowledge that all Basic Rent due and payable on the EBO Date is designated as Basic Rent payable in advance and therefore is not due and owing on the EBO Date.

(1) On the date hereof, Lessee shall pay an amount equal to \$47,383,147.53, which represents the EBO Payment, which shall be paid, at the direction of and on behalf of the Lessor and for the benefit of the Owner Participant with respect to the amount described in clause (2) below, to the Indenture Trustee in immediately available funds by wire transfer to the following account:

Account Name: The Bank of New York Mellon
GLA No.: 111565
TAS No.: 257522
ABA No.: 021 000 018
Reference: Union Pacific Series 2007-2

(2) The Indenture Trustee hereby agrees to pay an amount equal to \$33,670,492.78, which represents the EBO Payment minus the unpaid principal amount of the Equipment Notes with respect to the EBO Equipment plus accrued interest, as set forth on Schedule 2 hereto (the "Loan Payoff Amount"), at the direction of and on behalf of the Lessor, to the Owner Participant in immediately available funds by wire transfer to the following account:

Account Name: Philip Morris Capital Corp.
Account No.: 3024-1278
Bank Name: Citibank, N.A.
Bank Location: New York, NY
ABA No.: 021 000 089
Reference: CNW 1993-A EBO

3. Termination and Transfer.

(a) The Lessor, the Owner Participant and the Indenture Trustee agree that upon receipt of all amounts due under paragraph 2 of this Agreement, (a) any and all Liens under the Indenture shall be released and canceled, and the Indenture shall terminate and be of no further force or effect, (b) the Lease shall be terminated and canceled with respect to the EBO Equipment, and Basic Rent for the EBO Equipment shall cease to accrue as of the EBO Date.

(b) The Lessee agrees that nothing contained herein shall prejudice the rights of the parties hereto which are intended to survive the termination of the Lease, including any rights of Indemnified Persons to indemnification thereunder with respect to the EBO Equipment (including, without limitation, the rights of such parties under Section 7 of the Participation Agreement and the Tax Indemnity Agreement).

(c) Upon payment of all amounts due under paragraph 2 of this Agreement, the Lessor shall convey the EBO Equipment to the Lessee by bill of sale in the form attached to this Agreement as Exhibit D (the "Bill of Sale").

4. Instruction and Representation to Owner Trustee.

By its signature below, the Owner Participant hereby (a) instructs the Owner Trustee to enter into and execute this Agreement, the Bill of Sale and any other document it shall request relating to the Early Buy-Out, (b) agrees to indemnify the Owner Trustee in accordance with Sections 5.03 and 7.01 of the Trust Agreement and (c) represents and warrants to the Owner Trustee that there are no Lessor's Liens on the EBO Equipment attributable to the Owner Participant.

5. **Entire Agreement.** This Agreement, together with all related documents, represents the final agreement between the parties with respect to the Early Buy-Out described herein and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.
6. **Certain Assurances.** Each party hereto shall, at the Lessee's expense, do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, conveyances and assurances as the Owner Trustee or the Owner Participant shall reasonably require for accomplishing the purposes of and carrying out obligations of such party under this Agreement and the other Operative Agreements.
7. **Fees and Expenses.** All reasonable and documented fees and expenses (including reasonable legal fees) incurred by the Lessor, the Owner Participant and the Indenture Trustee in connection with the negotiation, execution and delivery of this Agreement and giving effect to the terminations, transfers and releases contemplated hereby and thereby shall be paid by the Lessee promptly following submission of proper invoices therefor.
8. **Counterparts.** 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.
9. **Filings.** 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 EBO Equipment described on Exhibit A hereto.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
11. **Trustee Limitation of Liability.** It is expressly understood and agreed that (a) this Agreement is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Lessor and Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Lessor is made and intended not as a representation, undertaking and agreement by U.S. Bank National Association in its individual capacity and (c) under no circumstances shall U.S. Bank National Association be liable in its individual capacity for the payment of any indebtedness or expenses of Lessor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Lessor hereunder, except as set forth in Section 6.01 of the Trust Agreement.

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 Lessor and Owner Trustee

By: 
Name: Kathy L. Mitchell
Title: Vice President

GENERAL FOODS CREDIT CORPORATION,
as Owner Participant

By: _____
Name: Alex T. Russo
Title: Vice President

THE BANK OF NEW YORK MELLON 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.

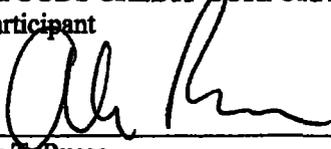
UNION PACIFIC RAILROAD COMPANY,
as Lessee

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

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly
provided, but solely as Lessor and Owner Trustee

By: _____
Name:
Title:

GENERAL FOODS CREDIT CORPORATION,
as Owner Participant

By:  _____
Name: Alex T. Russo
Title: Vice President

THE BANK OF NEW YORK MELLON 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

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly
provided, but solely as Lessor and Owner Trustee

By: _____
Name:
Title:

GENERAL FOODS CREDIT CORPORATION,
as Owner Participant

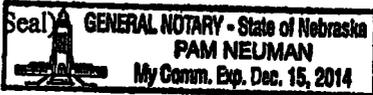
By: _____
Name: Alex T. Russo
Title: Vice President

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 19th day of January, 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 an Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation 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: 12-15-2014

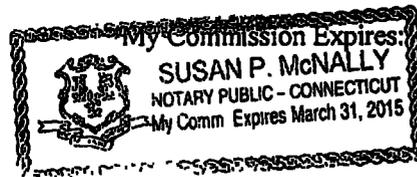
State of Connecticut)
)
County of Hartford) ss

On this 18th day of January, 2012, before me, a notary public, personally appeared Kathy L. Mitchell, to me personally known, who being by me duly sworn says that he is the Vice President of U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said national banking association 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 national banking association.

(Notarial Seal)

Susan P. McNally
Notary Public

State of Illinois)
)
County of Cook) ss



On this ___ day of January, 2012, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he 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 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 January, 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 an Assistant Treasurer of **UNION PACIFIC RAILROAD COMPANY** (successor to Chicago and North Western Transportation 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)

Notary Public

My Commission Expires:

State of Connecticut)
)
County of Hartford) ss

On this ____ day of January, 2012, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of **U.S. BANK NATIONAL ASSOCIATION** (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said national banking association 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 national banking association.

(Notarial Seal)

Notary Public

My Commission Expires:

State of Illinois)
)
County of Cook) ss

On this 18th day of January, 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.** 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)



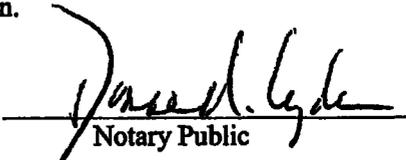
T Mosterd
Notary Public

My Commission Expires: 1/22/2013

State of Connecticut)
) ss
County of Fairfield)

On this 18th-day of January, 2012, before me, a notary public, personally appeared Alex T. Russo, to me personally known, who being by me duly sworn says that he is a Vice President of **GENERAL FOODS CREDIT CORPORATION** 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:



Exhibit A

SCHEDULE OF EBO EQUIPMENT

<u>Equipment Description</u>	<u>Quantity</u>	<u>Mark</u>
GE Dash 9-44 CW locomotives	65	UP 9666 - UP 9679; UP 9681; UP 9697 - UP 9699; UP 9665; UP 9680; UP 9682 - UP 9696; UP 9740 - UP 9749; UP 9751 - UP 9754; UP 9755 - UP 9769; and CNW 8646

Exhibit B
Page 1 of 2

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Lease of Railroad Equipment (CNW 1993-A), dated as of October 14, 1993	October 21, 1993	18445
Trust Indenture and Security Agreement (CNW 1993-A), dated as of October 14, 1993	October 21, 1993	18445-A
Lease Supplement (CNW 1993-A) No. 1, dated as of December 15, 1993	December 14, 1993	18445-B
Indenture Supplement (CNW 1993-3) No. 1, dated December 15, 1993	December 14, 1993	18445-C
Lease Supplement (CNW 1993-A) No. 2, dated as of December 30, 1993	December 30, 1993	18445-H
Indenture Supplement (CNW 1993-A) No. 2, dated as of December 30, 1993	December 28, 1993	18445-G
Lease Supplement (CNW 1993-A) No. 3, dated as of January 28, 1994	January 26, 1994	18445-D
Indenture Supplement (CNW 1993-A) No. 3, dated as of January 28, 1994	January 26, 1994	18445-E
Lease Supplement (CNW 1993-A) No. 4, dated as of February 15, 1994	February 15, 1994	18445-I
Indenture Supplement (CNW 1993-A) No. 4, dated as of February 15, 1994	February 15, 1994	18445-J
Amendment No. 1, dated as of March 1, 1994, to Lease Supplement No. 4	March 17, 1994	18445-K
Amendment No. 1, dated as of March 1, 1994, to Indenture Supplement No. 4	March 17, 1994	18445-L
Memorandum of Amended and Restated Equipment Description (CNW 1993-A), effective as of January 30, 2007	January 26, 2007	18445-AA
Memorandum of Trust Indenture and Security Agreement (CNW 1993-A), effective as of January 30, 2007	January 26, 2007	18445-BB
Memorandum of Trust Indenture Supplement No. 1 (CNW 1993-A), effective January 30, 2007	January 26, 2007	18445-CC
Memorandum of Lease Assignment (CNW 1993-A), effective as of January 30, 2007	January 26, 2007	18445-DD
Termination of Trust Indenture and Security Agreement (CNW 1993-A), effective as of January 30, 2007	January 30, 2007	18445-EE

Exhibit B
Page 2 of 2

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

Description	Date Filed
Lease of Railroad Equipment (CNW 1993-A), dated as of October 14, 1993	October 22, 1993
Trust Indenture and Security Agreement (CNW 1993-A), dated as of October 14, 1993	October 22, 1993
Lease Supplement (CNW 1993-A) No. 1, dated as of April 15, 1994	April 13, 1994
Indenture Supplement (CNW 1993-3) No. 1, dated April 15, 1994	
Lease Supplement (CNW 1993-A) No. 2, dated as of May 20, 1994	
Indenture Supplement (CNW 1993-A) No. 2, dated as of May 20, 1994	May 19, 1994
Lease Supplement (CNW 1993-A) No. 3, dated as of January 28, 1994	January 26, 1994
Indenture Supplement (CNW 1993-A) No. 3, dated as of January 28, 1994	January 26, 1994
Lease Supplement (CNW 1993-A) No. 4, dated as of February 15, 1994	February 15, 1994
Indenture Supplement (CNW 1993-A) No. 4, dated as of February 15, 1994	February 15, 1994
Amendment No. 1, dated as of March 1, 1994, to Lease Supplement No. 4	March 17, 1994
Amendment No. 1, dated as of March 1, 1994, to Indenture Supplement No. 4	March 17, 1994
Memorandum of Amended and Restated Equipment Description (CNW 1993-A), effective as of January 30, 2007	January 26, 2007
Memorandum of Trust Indenture and Security Agreement (CNW 1993-A), effective as of January 30, 2007	January 26, 2007
Memorandum of Trust Indenture Supplement No. 1 (CNW 1993-A), effective January 30, 2007	January 26, 2007
Memorandum of Lease Assignment (CNW 1993-A), effective as of January 30, 2007	January 26, 2007
Termination of Trust Indenture and Security Agreement (CNW 1993-A), effective as of January 30, 2007	January 30, 2007

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: 1/30/12

Edward M Luria
Edward M. Luria