

KELLEY DRYE & WARREN

101 PARK AVENUE
NEW YORK, N. Y. 10178

(212) 808-7800
CABLE "LAWYERLY"

TELEX 12369

TELECOPIER: (212) 808-7898

(212) 808-7898

WRITER'S DIRECT

(212) 808-7658

APR 8 1986 - 11 10 AM
INTERSTATE COMMERCE COMMISSION

624 SOUTH GRAND AVENUE
LOS ANGELES, CA 90017
(213) 689-1300
TELECOPIER (213) 622-6639

50 CALIFORNIA STREET
SAN FRANCISCO, CA 94111
(415) 989-3530
TELECOPIER (415) 421-9454

ONE LANDMARK SQUARE
STAMFORD, CT 06901
(203) 324-1400
TELECOPIER (203) 327-2669

1333 NEW HAMPSHIRE AVE, N. W.
WASHINGTON, D. C. 20036
(202) 463-8333
TELECOPIER (202) 463-8338

SOUTHEAST FINANCIAL CENTER
200 SOUTH BISCAYNE BOULEVAR
MIAMI, FL 33131-2388
(305) 372-0030
TELECOPIER (305) 358-5188

175 SOUTH STREET
MORRISTOWN, NJ 07960
(201) 267-4948

TAGGART D. ADAMS
TRACY B. AMBLER
DAVID E. BARRY
NED H. BASSEN
ROBERT D. BICKFORD, JR.
WILLIAM C. BLIND
LEONARD A. BLUE
RICHARD W. BRADY
PAUL R. BRENNER
PAUL L. BRESSAN
RICHARD G. BRODRICK
JOHN M. CALLAGY
SCOTT G. CAMPBELL
MICHAEL J. CANNING
RICHARD S. CHARGAR
BRIAN CHRISTALDI
RICHARD J. CONCANNON
JEFFREY S. COOK
JOHN J. COSTELLO
SAMUEL S. CROSS
ROBERT E. CROTTY
EUGENE T. D'ABLEMONT
H. THOMAS DAVIS, JR.
PAUL F. DOYLE
W. CHRISTIAN DREWES
ROBERT EHRENBARD
ALAN M. EPSTEIN
LAWRENCE B. FISHER
B. HARRISON FRANKEL
JOHN A. GARRATY, JR.
JOHN F. GIBBONS
PAUL C. GUTH
ROBERT L. HAIG
BEN I. HARAGUCHI
WILLIAM C. HECK
MARTIN D. HEYERT
CAROL D. HINTON *

BUD GEO. HOLMAN
MICHAEL S. INSEL
THOMAS B. KINZLER
ARNOLD S. KLEIN
WILLIAM A. KROHLEY
EDWARD M. LEBOW *
MICHAEL LUBLINSKI
JOHN J. LYNAGH
GEORGE J. MARCHESI
CHARLES L. MARINACCIO *
LELAND J. MARKLEY
JOHN PATRICK MARSHALL
JUN MORI *
JOSEPH S. MUTO *
FREDERIC S. NATHAN
MYRON H. NOROQUIST *
CHARLES OECHLER
HENRY Y. OTA *
THEODORE PEARSON
ALTON E. PETERS
SARAH L. REID
EDWARD ROBERTS, III
FREDERIC A. RUBINSTEIN
TERRANCE W. SCHWAB
FREDERICK T. SHEA
JOHN W. SIMPSON *
FRANCIS Y. SOGI
MERRILL B. STONE
HOWARD S. TUTHILL III
DAVID L. VAUGHAN
ALBERT J. WALKER
CHAUNCEY L. WALKER
KEVIN J. WALSH
LOUIS B. WARREN
SHIGERU WATANABE *
E. LISK WYCKOFF, JR.
HARVEY FOLKS ZIMAND

WALTER E. BEER, JR.
GEORGE A. BURRELL, P. C.
WILLIAM C. BURT *
JOSEPH W. DRAKE, JR.

THOMAS B. GILCHRIST, JR.
NEIL T. PROTO *
ALFRED W. ROBERTS
EDWARD R. VENIT *

COUNSEL

*NOT ADMITTED IN NEW YORK

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

Enclosed are two originals and one photocopy of an Instrument of Resignation, Appointment and Acceptance, dated May 1, 1984 by and between Wells Fargo Bank, N.A. and Manufacturers Hanover Trust Company (the "Instrument"), to be recorded pursuant to Section 11303 of Title 49 of the United State Code.

The Instrument is a secondary document evidencing the resignation of Wells Fargo Bank as trustee under the Trust Agreement, dated as of August 1, 1973 between the Missouri Pacific Railroad Company and Wells Fargo (the "Trust Agreement"), the appointment of Manufacturers Hanover by Wells Fargo Bank as successor trustee under the Trust Agreement and the acceptance of such appointment by Manufacturers Hanover. The Trust Agreement, which was recorded by the Interstate

No. _____
Date APR 08 1986
Fee \$ 10.00

ICC Washington, D.C.

KELLEY DRYE & WARREN

Interstate Commerce
Commission

-2-

April 2, 1986

Commerce Commission on August 13, 1973 at 9:10 a.m.,
Recordation No. 7132, is the primary document to which the
Instrument is connected.

The names and addresses of the parties to the
documents are as follows:

Manufacturers Hanover Trust
600 Fifth Avenue
New York, New York 10020

Wells Fargo Bank, N.A.
475 Sansome Street
San Francisco, California

A check for the filing fee of \$10 is enclosed
herewith. Please return the original and any extra copies not
needed by the Commission for recordation to Hayden S. Wool,
Esq., Kelley Drye & Warren, 101 Park Avenue, New York, New York
10178.

Very truly yours,



Hayden S. Wool, Esq.

HSW:lr
Enclosure

APR 8 1986 - 11 10 AM

INTERSTATE COMMERCE COMMISSION
INSTRUMENT OF
RESIGNATION, APPOINTMENT & ACCEPTANCE

RESIGNATION, APPOINTMENT and ACCEPTANCE (the "Instrument"), dated as of MAY 1, 1984, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having its principal office in San Francisco, California (the "Resigning Agent"), and MANUFACTURERS HANOVER TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, having its principal corporate trust office at 600 Fifth Avenue, New York, New York 10020 (the "Successor Agent").

WHEREAS, there are currently issued and outstanding certain Certificates of Interest (the "Securities") under the Finance Agreement, dated as of August 1, 1973, among Missouri Pacific Railroad Company, the Investors (as defined therein) and the Resigning Agent (the "Agreement"); and

WHEREAS, the Resigning Agent wishes to resign as agent under the Agreement; and

WHEREAS, on June 25, 1984 the Resigning Agent sent notice to the Investors informing them that the Resigning Agent was resigning as Agent under the Agreement, effective as of the date of this Instrument, and that, pursuant to Section 15 of the Agreement, Investors holding more than 50% of the outstanding principal amount of the Securities had the right to appoint a successor agent at any time up until the date hereof; and

WHEREAS, such Investors have not duly appointed any successor agent; and

WHEREAS, pursuant to Section 15 of the Agreement, the Resigning Agent is therefore authorized to appoint the Successor Agent as Agent under the Agreement; and

WHEREAS, the Successor Agent wishes to accept appointment as successor agent under the Agreement.

NOW THEREFORE, the Resigning Agent and the Successor Agent agree as follows:

ARTICLE I

THE RESIGNING AGENT

1.1 The Resigning Agent hereby represents and warrants to the Successor Agent that:

To the best knowledge of the Resigning Agent, no covenant or condition contained in the Agreement has been waived by the holders of the percentage in aggregate principal amount of the Securities required by the Agreement to effect any such waiver.

1.2 The Resigning Agent hereby resigns as agent under the Agreement and appoints the Successor Agent as successor agent under the Agreement and assigns, transfers, delivers and confirms to the Successor Agent all of its right, security title and interest in and to the agency under the Agreement and all of its rights, security titles, interests, capacities, privileges, duties and obligations as agent under the Agreement, the Agreement and Assignment dated as of August 1, 1973 between General Motors Corporation (Electro-Motive Division) and the Resigning Agent (the "Assignment") and the Collateral Assignment of Lease and Agreement dated as of August 1, 1973 between the Vendee (as defined therein) and the Resigning Agent (the "Collateral Assignment").

1.3 The Resigning Agent agrees to execute and deliver such further instruments and shall take such further action as the Successor Agent may reasonably request so as to more fully and certainly vest and confirm in the Successor Agent all the rights, security titles, interests, capacities, privileges, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Agent.

1.4 To the extent that the Resigning Agent is appointed to any other capacity under the Agreement, such as paying agent or registrar of the Securities, the Resigning Agent hereby resigns from such capacity and appoints the Successor Agent as such paying agent or registrar for the Securities.

THE SUCCESSOR AGENT

2.1 The Successor Agent hereby represents and warrants to the Resigning Agent that the Successor Agent is qualified and eligible under the provisions of the Agreement to act as Agent under the Agreement, and that, as of the Effective Date, all required consents, approvals, authorizations, orders of and filings with governmental bodies or agencies will have been duly obtained or accomplished.

2.2 The Successor Agent hereby accepts its appointment as successor agent under the Agreement and shall hereby be vested with all the rights, security titles, interests, capacities, privileges, duties and obligations of the agent under the Agreement, the Assignment and the Collateral Assignment.

2.3 The Successor Agent shall, until further notice, administer the agency created under the Agreement at the corporate trust office of the Successor Agent located at 600 Fifth Avenue, New York, New York 10020, and any notices to the Successor Agent in connection with the Agreement shall be given to the Successor Agent at such office.

2.4 Promptly after the execution and delivery of this Instrument, the Successor Agent shall cause such notice of the resignation, appointment and acceptance to be effected hereby to be given or published as is required pursuant to the terms of the Agreement. Any notice required to be given to holders of Securities pursuant to the terms of the Agreement, shall be in the form of the notice annexed hereto as Exhibit A.

2.5 The Successor Agent hereby accepts its appointment to each such other capacity, such as paying agent or registrar of the Securities, to which the Resigning Agent was appointed under the Agreement.

2.5 The Successor Agent hereby agrees that it will use its best efforts to cause this Instrument to be filed or recorded in each recording office at which the Agreement was originally filed or recorded.

ARTICLE III

NOTICES, LEGENDS, ETC.

3.1 The parties hereto agree that all references to Wells Fargo Bank, National Association, as Agent, in the Assignment and the Collateral Assignment (collectively, the "Security Documents") shall be deemed to refer to Manufacturers Hanover Trust Company, as succeeding agent. All notices or payments which were required by the terms of the Security Documents to be given or paid to the Agent shall be given or paid t

Manufacturers Hanover Trust Company
600 Fifth Avenue
New York, New York 10020
Attention: Corporate Trust Department

3.2 Pursuant to the Assignment, the Successor Agent hereby designates that the legend marked on each unit of equipment covered by the security interest created by the Assignment be changed to read "MANUFACTURERS HANOVER TRUST COMPANY, AGENT-SECURITY OWNER".

ARTICLE IV

MISCELLANEOUS

4.1 Except as otherwise expressly provided or unless the context otherwise requires, all terms used herein which are defined in the Agreement shall have the meanings ascribed to them in the Agreement.

4.2 This Instrument and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on the date first above written upon the execution and delivery hereof by each of the parties hereto.

4.3 This Instrument shall be governed by and construed in accordance with the law governing the Agreement.

4.4 This Instrument may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and their respective seals to be affixed hereunder and duly attested all as of the day and year first above written.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

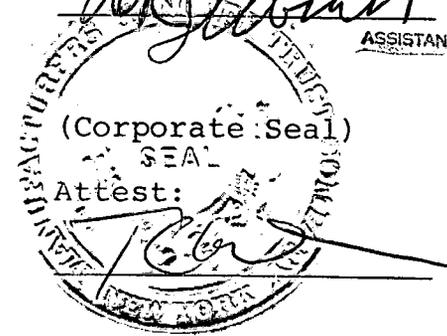
By Joseph W. Klept
VICE PRESIDENT

(Corporate Seal)

Attest: [Signature]
ASSISTANT SECRETARY

MANUFACTURERS HANOVER TRUST
COMPANY

By [Signature]



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO) SS:

On this 5 day of June 1985, before me personally appeared Jack W Wetzel to me known, who, being by me duly sworn, did depose and say that he resides at Pinole, California, that he is Vice President of Wells Fargo Bank, National Association, the national association described in and which executed the foregoing instrument; that he knows the seal of said national association; that the seal affixed to said instrument is such national association's seal; that it was so affixed by authority of the Board of Directors of said national association; and that he signed his name thereto by like authority.



Lula Jean Keeton

Notary Public



STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the 3 day of June, 1984, before me personally came, Timothy C. Crane to me known, who, being by me duly sworn, did depose and say that he resides at 320 Watch Hill Road, RFD 1, Peekskill, NY 10566; that he is a Vice President of Manufacturers Hanover Trust Company, a corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to the authority of the Board of Directors of said corporation; and that he signed his name thereto pursuant to like authority.


Notary Public

Notary Public
Peekskill, New York
County of Putnam

EXHIBIT A

Notice to Holders of Certificates of Interest

Wells Fargo Bank, National Association hereby notifies you that it has resigned as Agent under the Finance Agreement, dated as of August 1, 1973, of Missouri Pacific Railroad Company and certain parties therein named on Schedule A pursuant to which your Certificates of Interest were issued and are outstanding. Wells Fargo has appointed Manufacturers Hanover Trust Company, whose Corporate Trust Office is located at 600 Fifth Avenue, New York, New York 10020, as Successor Agent under the Finance Agreement, which appointment has been accepted and became effective as of MAY 1, 1984.

WELLS FARGO BANK,
NATIONAL ASSOCIATION
475 Sansome Street
San Francisco, California 94104