



Jack E. Jerrett
Senior Corporate Attorney

September 14, 1993

FEDERAL EXPRESS

9645B
RDS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., NW
Washington, DC 20423

SEP 15 1993 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

SEP 15 2 58 PM '93

RECEIVED
OFFICE OF THE
SECRETARY

Re: Western Pacific Railroad Company Conditional Sale Agreement Dated as of July 1, 1978

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of September 13, 1993 by Bank of America, National Trust and Savings Association as Assignee of the above-captioned Conditional Sale Agreement, consenting that the record of its title to the equipment covered by such Conditional Sale Agreement be cancelled and discharged. The Conditional Sale Agreement is recorded under Recordation No. 9645.

I have enclosed a fee of \$16.00. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,
Jack E. Jerrett

JEJ:ccm
Enclosures
cc: Robert E. Bartos

Interstate Commerce Commission
Washington, D.C. 20423

9/16/93

OFFICE OF THE SECRETARY

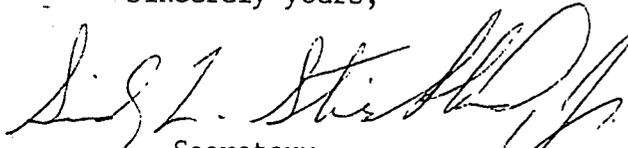
Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower Eighth & Eaton Ave.
Bethlehem, PA. 18018

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **9/15/93** at **3:05pm**, and assigned recordation number(s).

9645-B

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

BILL OF SALE
AND
DECLARATION OF PAYMENT

9645-B
SEP 15 1993 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, The Western Pacific Railroad Company, a California corporation ("WP"), entered into a Conditional Sale Agreement, dated as of July 1, 1978 (the "CSA"), which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on August 17, 1978 and assigned Recordation No. 9645; and

WHEREAS, the CSA provided for the conditional sale and delivery by various builders named in the CSA (the "Builders"), and the purchase by WP, of the railroad equipment described in Schedule A hereto (the "Equipment"); and

WHEREAS, WP agreed to pay the purchase price of the Equipment, including interest, in the manner prescribed in the CSA (the "CSA Indebtedness"); and

WHEREAS, pursuant to an Agreement and Assignment, dated as of July 1, 1978, the Builders assigned their respective interests in the Equipment and certain rights under the CSA (including the right to receive payment of the CSA Indebtedness) to Bank of America, National Trust and Savings Association, a national banking association (the "Bank"); and

WHEREAS, the Union Pacific Railroad Company, a Utah corporation (the "Company"), has acquired the WP and assumed all of the WP's obligations including the CSA Indebtedness; and

WHEREAS, on September 1, 1993 the Company made the final payment due under the CSA in respect of the CSA Indebtedness; and

WHEREAS, the Company has paid the Bank the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the CSA, and the Company represents and warrants that it has performed all the covenants and conditions contained in the CSA.

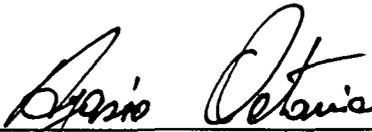
NOW, THEREFORE, the Bank does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the CSA have been fully performed and all monies payable thereunder have been fully paid.

WHEREUPON, the Bank does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, all right, title and interest of the Bank in and to the Equipment free and clear of all claims, liens, security interests and other encumbrances created in or retained by the Bank under the CSA, it being understood that the Bank makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the CSA or that the Equipment has not suffered a Casualty Occurrence (as defined in the CSA).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Bank has caused this instrument to be executed by its officers thereunto duly authorized this 13th day of ~~SEPTEMBER~~ 1993.

BANK OF AMERICA, NATIONAL
TRUST AND SAVINGS ASSOCIATION

By: 
Name: AGAZIO CATANIA
Title: VICE PRESIDENT

Attest:

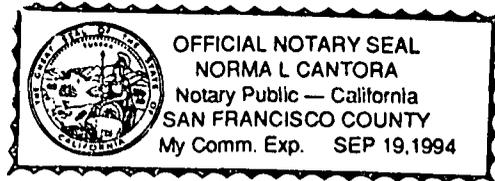

Karen T. Mitani
Vice President

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 13th day of SEPTEMBER 1993, before me personally appeared Agazio Catania, to me personally known, who being by me duly sworn, said that he or she is VICE - PRESIDENT of Bank of America, National Trust and Savings Association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that he or she is authorized to execute the foregoing instrument on behalf of said corporation, that said instrument was signed and sealed 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.

Norma L. Cantora
Notary Public

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**CONDITIONAL SALE AGREEMENT DATED JULY 1, 1978
DESCRIPTION OF EQUIPMENT AS OF JULY 31, 1993**

100 TON AIRSLIDE HOPPER CARS

WP11691--WP11692, Inclusive

WP11694--WP11698, Inclusive

70 TON SINGLE SHEATHED BOX CARS

WP38062--WP38099, Inclusive

WP38101--WP38108, Inclusive

WP38110

WP38112--WP38125, Inclusive