

Union Pacific Corporation



1-301A001

Jack E. Jerrett
Senior Corporate Attorney

October 23, 1991

[Handwritten signature]
RECEIVED BY _____ FILED 148

FEDERAL EXPRESS

OCT 28 1991 - 10 10 AM

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

Re: Missouri Pacific Equipment Trust Series VV

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 October 16, 1991, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8495.

I have enclosed a fee of \$15. 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,

[Handwritten signature: Jack E. Jerrett]

JEJ:ccm
Enclosures

cc: Robert E. Bartos

16. 11 29 11 07 1991

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 8495-E FILED
OCT 28 1991 - 10 10 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of October 15, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on September 28, 1976 and assigned Recordation No. 8495; an Agreement, dated as of June 19, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 8495-A; an Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 18, 1979 and assigned Recordation No. 8495-B; an Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 26, 1980 and assigned Recordation No. 8495-C; an Agreement, dated as of March 2, 1981, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 19, 1981 and assigned Recordation No. 8495-D; and an Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 28, 1982 and assigned Recordation No. 8495-E (the Equipment Trust

Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued 14,175,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series VV; and

WHEREAS, on October 15, 1991 the Company made the final payment due under the Agreement; and

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

NOW, THEREFORE, the Trustee 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 Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee 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 Agreement or that the Equipment has not become worn out, lost, destroyed or unsuitable for use.

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

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 16TH day of October, 1991.

CHEMICAL BANK,
As Trustee

By: *R. Lorenz*

Senior Trust Officer

Attest: *R. Bishop*

R. Bishop Assistant Trust Officer

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

On this 16th day of October, 1991, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a Senior Trust Officer of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the 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 the corporation.



Notary Public

EMILY FAYAM
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate filed in New York County
Commission Expires December 31, 1991

Schedule A

MISSOURI PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST SERIES NO. VV
AGREEMENT DATED OCTOBER 15, 1976
DESCRIPTION OF EQUIPMENT AS OF AUGUST 31, 1991

100 TON GONDOLA CARS

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MP640750--MP640760, INCLUSIVE
MP640763--MP640816, INCLUSIVE
MP640818--MP640829, INCLUSIVE
MP640831--MP640832, INCLUSIVE
MP640834--MP640849, INCLUSIVE

100 TON GONDOLA CARS

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MP640850--MP640895, INCLUSIVE
MP640897--MP640911, INCLUSIVE
MP640913--MP640929, INCLUSIVE
MP640931--MP640937, INCLUSIVE
MP640940--MP640949, INCLUSIVE

100 TON HOPPER CARS

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MP718575--MP718578, INCLUSIVE
MP718580--MP718582, INCLUSIVE
MP718584
MP718587
MP718589--MP718602, INCLUSIVE
MP718604--MP718605, INCLUSIVE
MP718607
MP718609--MP718611, INCLUSIVE
MP718614--MP718616, INCLUSIVE
MP718618--MP718626, INCLUSIVE
MP718628--MP718637, INCLUSIVE
MP718639--MP718643, INCLUSIVE
MP718645--MP718650, INCLUSIVE
MP718652--MP718654, INCLUSIVE
MP718656--MP718659, INCLUSIVE
MP718661--MP718665, INCLUSIVE
MP718667--MP718670, INCLUSIVE
MP718672--MP718676, INCLUSIVE
MP718678--MP718690, INCLUSIVE
MP718692--MP718694, INCLUSIVE
MP718697--MP718711, INCLUSIVE
MP718714--MP718715, INCLUSIVE
MP718717--MP718722, INCLUSIVE
MP718724--MP718725, INCLUSIVE
MP718727--MP718728, INCLUSIVE
MP718730--MP718748, INCLUSIVE

MP718750
MP718753--MP718759, INCLUSIVE
MP718761--MP718765, INCLUSIVE
MP718768
MP718770--MP718771, INCLUSIVE
MP717773--MP718791, INCLUSIVE
MP718793--MP718815, INCLUSIVE
MP718817--MP718845, INCLUSIVE
MP718848--MP718855, INCLUSIVE
MP718857--MP718859, INCLUSIVE
MP718861--MP718865, INCLUSIVE
MP718867--MP718872, INCLUSIVE
MP718874

100 TON HOPPER CARS

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MP706500--MP706520, INCLUSIVE
MP706522--MP706525, INCLUSIVE
MP706527--MP706529, INCLUSIVE
MP706531--MP706584, INCLUSIVE
MP706586--MP706625, INCLUSIVE
MP706627--MP706635, INCLUSIVE
MP706637--MP706649, INCLUSIVE
MP706652--MP706654, INCLUSIVE
MP706656--MP706657, INCLUSIVE
MP706659--MP706673, INCLUSIVE
MP706675--MP706679, INCLUSIVE

100 TON HOPPER CARS

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MP723378--MP723379, INCLUSIVE

100 TON OPEN HOPPER CARS

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MP582472--MP582473, INCLUSIVE

BAY WINDOW CABOOSE

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MP013890

100 TON COVERED HOPPER CARS

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MP705988--MP705990, INCLUSIVE

100 TON AIRSLIDE HOPPER CAR

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MP7219870