

Union Pacific Corporation

RECORDATION NO 9070-C



JAN 11 1993 -12 40 PM

INTERSTATE COMMERCE COMMISSION

3-011A033

Jack E. Jerrett
Senior Corporate Attorney

January 5, 1993

FEDERAL EXPRESS

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

**Re: Missouri Pacific Railroad Equipment
Trust Certificates, Series No. 5**

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 November 30, 1992 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. 9070.

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 Jerrett

JEJ:ccm
Enclosures

cc: Robert E. Bartos

JAN 11 12 39 PM '93

Counterparts -

Interstate Commerce Commission
Washington, D.C. 20423

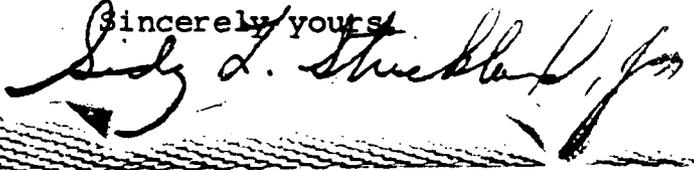
1/11/93

OFFICE OF THE SECRETARY

Jack Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower
Eighth and Eaton Avenues
Bethlehem, PA. 18018

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/11/93 at 12:40PM, and assigned recordation number(s). 9070-C

Sincerely yours,

Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDED 9070-e
JAN 11 1993 -12 40 PM
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 November 15, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on November 9, 1977 and assigned Recordation No. 9070; a Supplemental 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. 9070-A; and a Supplemental Agreement, dated as of March 14, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 21, 1989 and assigned Recordation No. 9070-B (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 \$15,000,000.00 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 5; and

WHEREAS, on November 16, 1992 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.

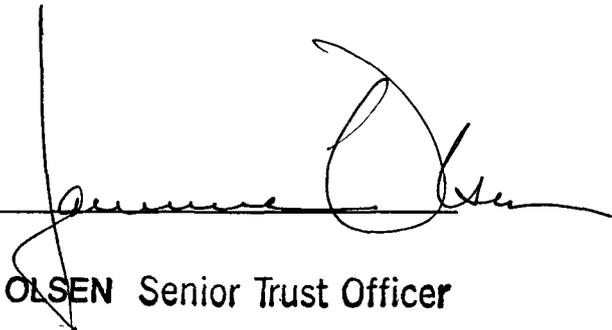
TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 30th day of November, 1992.

CHEMICAL BANK,

As Trustee

By: _____


L. OLSEN Senior Trust Officer

Attest:

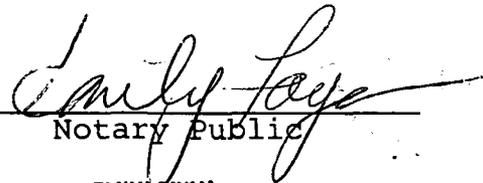

R. Bishop Assistant Secretary

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 30TH day of November, 1992, before me personally appeared L. OLSEN, 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 FAYON
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1993

Schedule A

MISSOURI PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST AGREEMENT DATED NOVEMBER 15, 1977
DESCRIPTION OF EQUIPMENT AS OF SEPTEMBER 30, 1992

9 G.P. 38-2 2000 H.P. LOCOMOTIVES

UP2149--UP2157, INCLUSIVE

419 100 TON OPEN HOPPER CARS

MP589010--MP589013, INCLUSIVE
MP589015--MP589026, INCLUSIVE
MP589028--MP589034, INCLUSIVE
MP589036--MP589057, INCLUSIVE
MP589059--MP589062, INCLUSIVE
MP589064
MP589066--MP589092, INCLUSIVE
MP589094--MP589108, INCLUSIVE
MP589110--MP589134, INCLUSIVE
MP589136--MP589142, INCLUSIVE
MP589144--MP589155, INCLUSIVE
MP589157--MP589164, INCLUSIVE
MP589166
MP589168--MP589203, INCLUSIVE
MP589205--MP589225, INCLUSIVE
MP589227--MP589231, INCLUSIVE
MP589233--MP589240, INCLUSIVE
MP589242--MP589257, INCLUSIVE
MP589259--MP589264, INCLUSIVE
MP589266--MP589282, INCLUSIVE
MP589284--MP589288, INCLUSIVE
MP589290--MP589291, INCLUSIVE
MP589293--MP589296, INCLUSIVE
MP589298--MP589317, INCLUSIVE
MP589319--MP589335, INCLUSIVE
MP589337--MP589344, INCLUSIVE
MP589346--MP589359, INCLUSIVE
MP589361--MP589365, INCLUSIVE
MP589367--MP589379, INCLUSIVE
MP589381--MP589382, INCLUSIVE
MP589384--MP589410, INCLUSIVE
MP589412--MP589459, INCLUSIVE

44 100 TON COIL CARS

MP950075--MP950078, INCLUSIVE
MP950080--MP950097, INCLUSIVE
MP950099--MP950106, INCLUSIVE
MP950108--MP950111, INCLUSIVE
MP950114
MP950116--MP950124, INCLUSIVE

2 100 TON OPEN HOPPER CARS

MP582490--MP582491, INCLUSIVE

10 BI-LEVEL AUTO RACKS

MP7897--MP7906, INCLUSIVE