01005555001

Union Pacific Corporation

Jack E. Jerrett
Senior Corporate Attorney

RECORDATION NO. 11120-A FILED 1425
MAR 9 - 1995 - 1 25 AM
INTERSTATE COMMERCE COMMISSION

March 6, 1995

RECEIVED OFFICE OF THE SECRETARY MAR 9 3 10 AM '95 LICENSING BRANCH

FEDERAL EXPRESS

Vernon A. Williams
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Re: Missouri Pacific Railroad Company Conditional Sale Agreement, dated as of September 15, 1979

RECEIVED OFFICE OF THE SECRETARY MAR 9 10 20 AM '95 LICENSING BRANCH

Dear Mr. Williams:

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

The document is a Bill of Sale and Declaration of Payment, dated as of February 28, 1995, executed by Mercantile Bank of St. Louis N. A., as Assignee of the rights of various builders under 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. 11120.

I have enclosed a fee of $21. 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:cee
Enclosures
cc: Michael J. Staffenbeal
g:\etfile\eticcmp2.jjl

Interstate Commerce Commission
Washington, D.C. 20423-0001

3/9/95

Office Of The Secretary

Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower
Eighth and Eaton Avenues
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 3/9/95 at 10:25AM, and assigned recordation number(s). 11120-A.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100555001)

$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature Janice M. Fort

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 11120-A FILED 1425
MAR 9 - 1995 10 25 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), entered into a Conditional Sale Agreement, dated as of September 15, 1979 (the "CSA"), which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on November 29, 1979 and assigned Recordation No. 11120; and

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

WHEREAS, the Company 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 September 15, 1979, 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 Mercantile Trust Company, N.A. (now called Mercantile Bank of St. Louis N. A.) (the "Owner"); and

WHEREAS, on January 1, 1995 the Company made the final payment due under the CSA in respect of the CSA Indebtedness; and

WHEREAS, the Company has paid the Owner 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 Owner 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 Owner 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 Owner in and to the Equipment free and clear of all claims, liens, security interests and other encumbrances created in or retained by the Owner under the CSA, it being understood that the Owner 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 Owner has caused this instrument to be executed by its officers thereunto duly authorized this 28th day of February, 1995.

MERCANTILE BANK OF ST. LOUIS N.A.

By: Laura Roberson
Name: Laura Roberson
Title: Vice President

Attest:

STATE OF)
) ss:
COUNTY OF ST. LOUIS)

On this 28th day of February, 1995, before me personally appeared Jennifer Ericson, to me personally known, who being by me duly sworn, said that he or she is Assistant Secretary of Mercantile Bank of St. Louis N.A., 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.

L. Stabley
Notary Public

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L. STABLEY
Notary Public—Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Feb. 7, 1997

SCHEDULE A

MISSOURI PACIFIC RAILROAD COMPANY
CONDITIONAL SALE AGREEMENT DATED 9/15/79
DESCRIPTION OF EQUIPMENT AS OF JANUARY 1, 1995

COVERED HOPPERS

MP	723400	MP	723451	MP	723497	MP	723545	MP	723589
MP	723401	MP	723452	MP	723498	MP	723547	MP	723590
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MP	723685	MP	723743
MP	723686	MP	723744

GONDOLA CARS

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