UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE NEW YORK, N.Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

RECORDATION NO. 6171-C Filed & Recorded
MAR 20 1978 -9 30 AM
INTERSTATE COMMERCE COMMISSION

RECEIVED MAR 20 9 24 AM '78 CERTIFICATION UNIT

RECORDATION NO. 6282-B Filed & Recorded
MAR 20 1978 -9 30 AM
INTERSTATE COMMERCE COMMISSION

8079A012
MAR 20 1978
FEE $ 10
Washington, D.C.

March 16, 1978

Hon. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Oswald:

Enclosed herewith for filing and recordation with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, are five executed counterparts (Nos. 1-5) of the Bill of Sale and Declaration of Payment, dated March 14, 1978, between Union Pacific Railroad Company and The Chase Manhattan Bank, N.A., as agent, under an Agreement and Assignment, dated as of May 1, 1971, in connection with a Conditional Sale Agreement, dated as of the same date. The Conditional Sale Agreement and Agreement and Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 16, 1971, and assigned recordation Numbers 6171A and 6282.

A general description of the units of equipment covered by the Bill of Sale and Declaration of Payment is set forth in Schedule A thereof.

After filing and recordation, four of the enclosed copies (Nos. 2-5) of the Bill of Sale and Declaration of Payment should be returned to the undersigned or to the bearer of this letter. The fee of $10.00 for filing and recordation is enclosed.

Very truly yours,

Kendor P. Jones

KPJ:b
Encls.

Counterpart - Paul Snyder

Interstate Commerce Commission

Washington, D.C. 20423

3/20/78

OFFICE OF THE SECRETARY

Kendor P. Jones
Assistant Eastern General Counsel
Union Pacific RR. Company
345 Park Avenue
New York, N.Y. 10022

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 3/20/78 at 9:30am, and assigned recordation number(s) 6171-C & 6282-B

Sincerely yours,

H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

EXECUTED COUNTERPART No. 2

RECORDATION NO. 6282-B Filed & Recorded
MAR 20 1978 -9 30 AM
INTERSTATE COMMERCE COMMISSION

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 6171-C Filed & Recorded
MAR 20 1978 -9 30 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and General Motors Corporation (Electro-Motive Division), a New York corporation, Gunderson, Inc., an Oregon corporation, International Car Company, an Illinois corporation, Pacific Car and Foundry Company, a Washington corporation, Union Pacific Motor Freight Company, a Nebraska corporation, and The Darby Products of Steel Plate Corporation, a Kansas corporation (collectively, the "Manufacturers") entered into a Conditional Sale Agreement, dated as of May 1, 1971 (the "Conditional Sale Agreement"), covering the construction, sale and delivery and purchase of 901 units of new railroad equipment (the "Equipment") described in Schedule A thereto; and

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission (the "Commission") under Section 20c of the Interstate Commerce Act (the "Act") on August 16, 1971, and assigned Recordation Nos. 6171A and 6282; and

WHEREAS, the Manufacturers entered into an Agreement and Assignment, dated as of May 1, 1971 (the "Assignment"), with The Chase Manhattan Bank (National Association), a national banking association (the "Agent"), covering the assignment and transfer by the Manufacturers to the Agent of their right, title and interest in and to the Equipment and the Conditional Sale Agreement; and

WHEREAS, the Company and the Agent entered into a First Supplemental Agreement, dated August 6, 1976 (the "First Supplemental Agreement"), which amended the Conditional Sale Agreement to provide for the substitution of certain railroad equipment for certain units of the Equipment (the 899 units subject to the Conditional Sale Agreement following such amendment are described in the attached Schedule A and are hereinafter referred to as the "Units"); and

WHEREAS, the First Supplemental Agreement was filed and recorded with the Commission under Section 20c of the Act on August 6, 1976, and assigned Recordation No. 6171-B; and

WHEREAS, on July 15, 1977, the Company paid the final installment due under the Conditional Sale Agreement; and

WHEREAS, the Company has paid the Agent the full aggregate purchase price for all of the Units, together with

interest, and any and all other payments as provided in the Conditional Sale Agreement and the Company does hereby represent and warrant that it has performed all the covenants and conditions contained in the Conditional Sale Agreement;

NOW, THEREFORE, the undersigned, The Chase Manhattan Bank (National Association), 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 Conditional Sale Agreement have been fully performed and that all the purchase money stipulated in, and other monies payable under, the Conditional Sale Agreement have been fully paid, released and discharged.

WHEREUPON, The Chase Manhattan Bank (National Association) does hereby, by these presents, grant, bargain, sell and convey unto the Company the aforesaid Units free and clear of all liens and encumbrances created in or retained by it under the Conditional Sale Agreement or the Assignment, or either of them, it being understood that The Chase Manhattan Bank (National Association) makes no other representations and warranties, expressed or implied, with respect to any other liens or with respect to any other matters relating to the Units.

TO HAVE AND TO HOLD all and singular the Units

unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, The Chase Manhattan Bank (National Association) has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 14th day of March, 1978.

THE CHASE MANHATTAN BANK
(National Association),
As Agent

By: _____
J. A. Payne
Vice President

Attest:

_____
F. W. CLARK
Assistant Secretary

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

On this 14th day of March, 1978, before me personally appeared J.A. Payne, to me personally known, who, being by me duly sworn, says he is a Vice President of The Chase Manhattan Bank (National Association), that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said 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 said corporation.

Della M. Killett
Notary Public
DELLA M. KILLETT
NOTARY PUBLIC, State of New York
No. 24-4589037
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1979

SCHEDULE A

Manufacturer	Type	Quantity	Unit Numbers	Unit Base Price	Aggregate Base Price
General Motors Corporation (Electro-Motive Division)	6600 HP Diesel Electric Locomotive	1	UP 6946	$ 542,800	$ 542,800
Gunderson	100-ton, 1600 cu. ft. capacity Gondola Ore Car Class G-100-13	55	UP 27500-27554, both inclusive	16,500	907,500
International Car	All steel bay window Caboose	10	RI 17202-17211, both inclusive	27,500	275,000
Pacific Car	130,000 pound minimal capacity steel-sheathed Refrigerator Cars with Mechanical Refrigeration Systems and Load Protection Devices, Class R-70-25	600	PFE 460101 to 460700, both inclusive	33,000	19,800,000
Darby	100-ton, 3600 cu. ft. capacity Open Top Hopper Car	100	RI 102000-102099, both inclusive	15,985	1,598,500
Motor Freight	70-ton, 50'6" Box Car, Class B-70-9 (Rebuilt)	33	UP 509270-509302, both inclusive	18,850	622,500
	70-ton, 50'6" Box Car, Class BF-70-8	100	UP 169800-169899	23,500	2,350,000
				Total	$26,095,850