

MISSOURI PACIFIC RAILROAD CO.

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COMMERCE COUNSEL

January 17, 1977

DONALD E. MOLLOY 622-2016
PAUL E. LITTLETON 622-2017
PAUL J. M. RUTTERER 622-2866
ASSISTANT GENERAL ATTORNEYS

5762-A
JAN 25 1977
RECEIVED THE INTERSTATE COMMERCE COMMISSION

Re: Missouri Pacific Railroad Company Assumption Agreement dated as of October 15, 1976 of The Texas and Pacific Railway Company Conditional Sale Agreement dated June 15, 1970, General Electric Company, Manufacturer, First National Bank in St. Louis, Assignee; Originally recorded with ICC June 24, 1970, Recordation No. 5762

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

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. 1116.1(a), et seq., are three executed counterparts of an Assumption Agreement as to the above Conditional Sale Agreement dated as of June 15, 1970, between The Texas and Pacific Railway Company, Missouri Pacific Railroad Company and First National Bank in St. Louis wherein Missouri Pacific Railroad Company assumes said Conditional Sale Agreement.

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Assignee of CSA:	First National Bank in St. Louis Broadway, Locust, Olive, Sixth St. Louis, Missouri 63166
Party Assigning CSA:	The Texas and Pacific Railway Company 210 North 13th Street St. Louis, Missouri 63103
Party Assuming CSA:	Missouri Pacific Railroad Company 210 North 13th Street St. Louis, Missouri 63103

Case type to Judge C. Davis

7-027A021

Date JAN 27 1977
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ICC
FEE OPERATOR

REGISTRATION NO. 5762-A
JAN 27 1977-9 12 AM
INTERSTATE COMMERCE COMMISSION

ASSUMPTION AGREEMENT

THIS AGREEMENT, made and entered into as of October 15, 1976, between and among First National Bank in St. Louis (hereinafter sometimes called "Assignee"), party of the first part; The Texas and Pacific Railway Company, a corporation organized and existing under and by virtue of the laws of the United States (hereinafter called "T&P"), party of the second part; and Missouri Pacific Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri (hereinafter called "MoPac"), party of the third part:

W I T N E S S E T H :

WHEREAS, T&P, pursuant to the provisions of a Plan and Joint Agreement of Merger between it and MoPac dated July 29, 1974, is to be merged into MoPac with MoPac remaining as the surviving corporation, which transaction has been approved by the Interstate Commerce Commission in a Certificate and Order dated May 4, 1976, in Finance Docket Nos. 27773 and 27774, presently effective, and

WHEREAS, pursuant to said Plan and Joint Agreement of Merger, MoPac, as surviving corporation, will succeed to all property, rights, privileges, powers and franchises belonging to T&P, including but not limited to title to all personal property vested in T&P by deed or otherwise, and shall be responsible and liable for all the liabilities and obligations of T&P, and

WHEREAS, legal title to certain T&P equipment is vested in Assignee by virtue of an Assignment, dated as of the 15th day of June, 1970, from General Electric Company, the manufacturer of said equipment, which conditionally sold the same to T&P, pursuant to the provisions of a Conditional Sale Agreement between the manufacturer and T&P dated as of the 15th day of June, 1970 (said Conditional Sale Agreement and Assignment, which was recorded on the 24th day of June, 1970, with the Interstate Commerce Commission and bears Recordation No. 5762, being hereinafter sometimes referred to as the "Conditional Sale Agreement"); and

WHEREAS, T&P & MoPac have agreed that all right, title and interest of T&P in and to the equipment specified in aforesaid Conditional Sale Agreement shall become the right, title and interest of MoPac, subject to all of T&P's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Conditional Sale Agreement defined in the preceding paragraph; and

WHEREAS, T&P now desires to assign all of its right, title and interest in and to the said equipment specified in said Conditional Sale Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of T&P with reference to the equipment specified in said Conditional Sale Agreement, including specifically, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Conditional Sale Agreement; and the

Assignee is willing to permit such assignment and accept such assumption.

NOW, THEREFORE, in consideration of the premises and of the payment by each T&P and MoPac of the sum of One Dollar (\$1.00) to the Assignee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. T&P hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Conditional Sale Agreement between General Electric Company, manufacturer, T&P, and First National Bank in St. Louis, Assignee, dated the 15th day of June, 1970, without recourse against T&P. T&P expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

2. MoPac hereby accepts the assignment of T&P's right, title and interest in and to the equipment specified in said Conditional Sale Agreement, without recourse on T&P, and upon the terms and conditions specified above, and hereby assumes and covenants and agrees to and with the Assignee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Conditional Sale Agreement contained which, but for this assignment, were to be kept, performed and observed by T&P, including punctual payment as and when due of the remaining balance of principal and interest due on such equipment.

3. Assignee joins herein for the sole purpose of evidencing its consent to the assignment by T&P to MoPac of its right, title and interest in and to the equipment referred to in said Conditional Sale Agreement, without recourse on T&P, and MoPac's assumption of T&P's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

FIRST NATIONAL BANK IN ST. LOUIS

By James L. Broekhoven
Commercial Banking Officer

ATTEST:

S. Dressler
Assistant Vice President

THE TEXAS AND PACIFIC RAILWAY COMPANY

By M M Hennelly
Vice President

ATTEST:

J. H. ...
Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By M M Hennelly
Vice President

ATTEST:

J. H. ...
Assistant Secretary

STATE OF Missouri)
) ss.
CITY OF St. Louis)

I, Sharon L. Pitzer, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY that James H. Beckman and J. Wessler, personally known to me to be C.B. Officer and Asst. V.P. of FIRST NATIONAL BANK IN ST. LOUIS MO, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such C.B. Officer and Asst. V.P. they signed said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of January, 1911.

Sharon L. Pitzer
Notary Public

My commission expires: 1-25-11

Mr. Robert L. Oswald

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January 17, 1977

The original Conditional Sale Agreement referred to herein covered four 3000 H.P. Model U-30-C Locomotives, Nos. 970-973, both incl., and was recorded with the Interstate Commerce Commission on the date, and assigned the recordation number, specified in the caption hereof.

Voucher to cover the \$10 recording and filing fee is enclosed herewith.

Upon filing and recording of the enclosed instrument, two counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. J. C. Durand
Missouri Pacific Railroad Company
337 National Press Building
Washington, D.C. 20045
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Yours very truly,


Paul J. M. Rutterer

PJMR:js

Enclosures:

Assumption Agreement (3)
Voucher for \$10 rec. fee