

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY

SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

April 4, 1979

9-108A053

Date APR 18 1979

Fee \$ 16.00

ICC Washington, D. C.

RECORDATION NO. 6441-20

APR 18 1979 - 20

INTERSTATE COMMERCE COMMISSION

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ASSISTANT GENERAL ATTORNEYS
JOSEPH J. GAZZOLI 622-2013
ATTORNEY

Mr. H. G. Horne, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Missouri Pacific Railroad Company
Equipment Trust, Series II
Dated January 1, 1972
Chemical Bank, Trustee.
Originally recorded with ICC
Rec. 6441 - December 27, 1971 - 3:40 pm

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 11303 of the Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq., are four executed counterparts of a Supplemental Lease of Railroad Equipment, dated as of April 4, 1979, between Chemical Bank, Trustee, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement, constituting the above Equipment Trust.

The Supplemental Lease, dated as of April 4, 1979, transmitted herewith for filing and recording, covers the following Equipment:

<u>No. of Units</u>	<u>Description</u>
3	100-Ton Open Top Hopper Cars, 3700 C.F. numbered MP 582451, MP 582452, MP 582453

AAR Class or Mechanical Designation HT

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

Trustee-
Lessor:

Chemical Bank
55 Wall Street
New York, New York 10041

RECORDED

Mr. H. G. Homme, Jr.

-2-

April 4, 1979

Lessee:

Missouri Pacific Railroad Company
210 North 13th Street
St. Louis, Missouri 63103

The original Equipment Trust Agreement referred to herein was recorded with the Interstate Commerce Commission on the date and assigned the recordation number specified in the caption hereof.

Check or voucher to cover the \$10 recording and filing fee is furnished herewith.

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

Mrs. Judy C. Durand, Vice President
Missouri Pacific Railroad Company
Suite 1203 - 1825 K Street, N.W.
Washington, D.C. 20006
(Tel.: 628-2921)

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

Very truly yours,



Francis L. Barkofske

FLB/pam

Encl:

Supplemental Lease (4)

Check or voucher for \$10 rec. fee

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES II
Equipment Trust Agreement Consisting of Agreement
and Lease of Railroad Equipment, dated January 1, 1972
(Original I.C.C. Rec. No. 6441)

6441-D
APR 11 1979

This SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of April 4, 1979, between CHEMICAL BANK, a New York corporation, Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption hereof, originally entered into between the Trustee and the Railroad's predecessor in interest as of the date specified in the caption hereof, is now in effect between the Trustee and the Railroad, and provides for the leasing by the Trustee to the Railroad of certain Trust Equipment as defined and on the terms set forth in said Equipment Trust Agreement; and

WHEREAS, there is now on deposit with the Trustee \$91,793.36, representing the Fair Value (determined as provided in the Equipment Trust Agreement) of Trust Equipment heretofore destroyed or sold and released; and

WHEREAS, the Railroad desires to replace said Trust Equipment so destroyed or sold and released with new standard-gauge railroad Equipment of substantially as good material and construction and of value (determined as provided in the Equipment Trust Agreement) at least equal to the Fair Value of the Trust Equipment so destroyed or sold and released, and has requested and herewith requests the Trustee to apply the amount so deposited and any other available Deposited Cash or Replacement Funds (to

the extent necessary) to or toward the purchase of replacement Trust Equipment as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Lease, the parties agree:

1. The Trust Equipment as defined and described in the Lease included in said Equipment Trust shall include the following new standard-gauge railroad Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Cost and Fair Value</u>
3	100-Ton Open Top Hopper Cars, 3700 C.F. numbered MP 582451, MP 582452, MP 582453	\$105,000

which railroad Equipment shall hereafter constitute and be a part of the Trust Equipment of the Equipment Trust referred to herein, as fully and completely as though it had been part of the original Trust Equipment and subject to all the terms and conditions of said Equipment Trust.

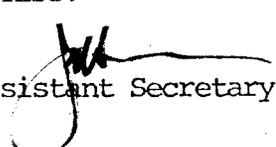
2. This Supplemental Lease is subject to all the terms, covenants, provisions and conditions of the Equipment Trust referred to in the caption hereof, and shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the Trustee and the Railroad have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

ATTEST:

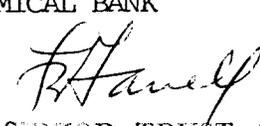

Assistant Secretary

ATTEST:


Assistant Secretary

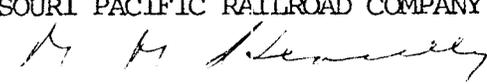
CHEMICAL BANK

By


SENIOR TRUST OFFICER

MISSOURI PACIFIC RAILROAD COMPANY

By


Senior Vice President

