

MISSOURI PACIFIC RAILROAD CO.

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ASSISTANT GENERAL COUNSEL

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GENERAL SOLICITOR

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ROBERT W. YOST 622-2015
GENERAL ATTORNEYS

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RICHARD S. M. EMRICH, III 622-2013
COMMERCE COUNSEL

DONALD E. MOLLOY 622-2016
PAUL E. LITTLETON 622-2017
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LAW DEPARTMENT

MARK M. HENNELLY
VICE PRESIDENT AND GENERAL COUNSEL
622-2025

RECORDATION NO. 8418-B Filed & Recorded

JAN 27 1977 - 9 12 AM

INTERSTATE COMMERCE COMMISSION

January 6, 1977

Re: The Missouri Pacific Railroad Equipment Trust, Series UU dated August 1, 1976 - Chemical Bank, Trustee - Originally recorded with ICC under Rec. No. 8418 - (Filed and Recorded July 22, 1976 - 2:15 p.m.)

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. Section 1116.1(a), et seq., are five executed counterparts of Supplemental Agreement No. 2, dated as of January 5, 1977, between Chemical Bank, Trustee, and Missouri Pacific Railroad Company, supplementing the Equipment Trust Agreement identified in the caption.

The Supplemental Agreement transmitted herewith for filing and recording covers the following Equipment:

No. of Units	Description
20	100-Ton Covered Hopper Cars, 2950 C.F. numbered MP 706680 thru MP 706699, both incl.
	AAR Class or Mechanical Designation: LO

which Equipment is thereby added to and included in the Trust Equipment described in the Equipment Trust Agreement.

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 Water Street
New York, New York 10041

7-027A020

Date JAN 27 1977

Fee \$ 11.00

ICC Washington, D. C

Conveyed to Judge C. Oswald

RECEIVED
JAN 27 9 32 AM '77
I.C.C.
OPERATION BR.

Mr. Robert L. Oswald

-2-

January 6, 1977

Lessee:
(Railroad)

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 \$10.00 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. J. C. Durand
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.

Very truly yours,


Paul J. M. Rutterer

PJMR:js

Encl:

Supplemental Agreement No. 2 (5)
Voucher for \$10.00 Recording Fee

JAN 27 1977 -9 12 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT NO. 2

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES UU
Equipment Trust Agreement, dated August 1, 1976
(Original I.C.C. Rec. No. 8418)

THIS SUPPLEMENTAL AGREEMENT, dated as of January 5, 1977, between CHEMICAL BANK, a New York corporation, Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption hereof (hereinafter called the Agreement) 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 the Agreement; and

WHEREAS, the Agreement provides that if the aggregate Cost of all the Trust Equipment shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to the Agreement, the Railroad will cause to be transferred to the Trustee, pursuant to proper supplement to the Agreement, additional Equipment in such amount and of such Cost that the aggregate Cost of the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates so issued; and

WHEREAS, the Trust Equipment described in Schedule A to the Agreement has been determined to have an aggregate Cost of less than 125% of the aggregate principal amount of Trust Certificates issued; and

WHEREAS, the Railroad desires to subject to said Equipment Trust and to transfer to the Trustee additional Equipment in an amount and of such Cost that the aggregate Cost of all the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued.

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

1. The Trust Equipment as defined and described in the Agreement and as set forth in Schedule A to the Agreement shall include the following Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Total Cost</u>
20	100-Ton Covered Hopper Cars, 2950 C.F., numbered MP 706680 thru MP 706699, both incl.	\$499,420

which 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 the Agreement.

2. Except as expressly amended, the Agreement and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

3. This Supplemental Agreement (a) shall be governed by the laws of the State of New York, and (b) may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

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:


C. E. Walters
Assistant Secretary

[Corporate Seal]

ATTEST:

J. H. [Signature]
Assistant Secretary

[Corporate Seal]

CHEMICAL BANK

By

J. Henry
Vice President

MISSOURI PACIFIC RAILROAD COMPANY

By

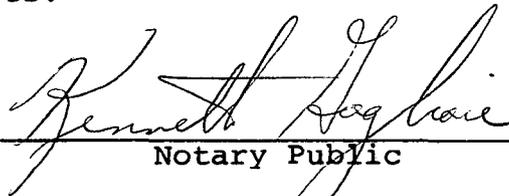
M. M. Henneley
Vice President

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

On this 18th day of January, 1977,
before me personally appeared J. J. FLEMING,
to me personally known, who being by me duly sworn, says
that he is a Vice President of CHEMICAL BANK, that one of
the seals affixed to the foregoing instrument is the cor-
porate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said corporation.

My commission expires:

(Notarial Seal)


Notary Public

KENNETH GAGLIONE
Notary Public, State of New York
No 03-4621558
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 5th day of January, 1977,
before me personally appeared M. M. Hennelly,
to me personally known, who, being by me duly sworn, says
that he is a Vice President of MISSOURI PACIFIC RAILROAD
COMPANY, that one of the seals 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.

My commission expires: 9/28/78

(Notarial Seal)


Notary Public

R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires September 28, 1978

This act performed in the City of St.
Louis, which adjoins the County of
St. Louis in which I was commis-
ed.