

MISSOURI PACIFIC RAILROAD CO.

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LAW DEPARTMENT

ROBERT H. STAHLHEBER 622-2014
GENERAL ATTORNEY - COMMERCE

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CHARLES P. LIPPERT 622-2021
ROBERT W. YOST 622-2015
GENERAL ATTORNEYS

VICE PRESIDENT AND GENERAL COUNSEL
622-2025

ROBERT S. DAVIS 622-2011
RICHARD S. M. EMRICH, III 622-2013
COMMERCE COUNSEL

January 17, 1977

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

RECORDED 5759-A
JAN 24 1977 9 10 AM
MISSOURI PUBLIC RECORDS

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, Pacific Car and Foundry Company, Manufacturer, First National Bank in St. Louis, Assignee; Originally recorded with ICC June 22, 1970, Recordation No. 5759

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

Reviewed by C. Oswald

7-CCFA 022

Date JAN 24 1977

Fee \$ 10

ICC Washington, D. C

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

Mr. Robert L. Oswald

- 2 -

January 17, 1977

The original Conditional Sale Agreement referred to herein covered one hundred 70-Ton Cushion Underframe Insulated Box Cars, Nos. 780575-780674, 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

5759-14
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 Pacific Car and Foundry 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 22nd day of June, 1970, with the Interstate Commerce Commission and bears Recordation No. 5759, 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 Pacific Car and Foundry 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. L. ...
Assistant Vice President

THE TEXAS AND PACIFIC RAILWAY COMPANY

By *M. M. Lunnely*
Vice President

ATTEST:

J. M. ...
Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By *M. M. Lunnely*
Vice President

ATTEST:

J. M. ...
Assistant Secretary

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

I, Spencer L. Patey, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY that James L. Beckstrom and J. [unclear], personally known to me to be C. B. [unclear] and [unclear] 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. [unclear] and [unclear] 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, 1917.

Spencer L. Patey
Notary Public

My commission expires: 1-25-17

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

I, R. C. Mason, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY THAT M. M. Hennelly and J. A. Hesse, personally known to me as Vice President and Assistant Secretary, respectively, of MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation, 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 Vice President and Assistant Secretary 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 15th day of October, 19 76.



Notary Public

My commission expires: September 28, 1978

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 commission-
ed.