

T+P
SERIAL BT

MISSOURI PACIFIC RAILROAD COMPANY

LAW DEPARTMENT
210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314

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

GILBERT P. STRELINGER
GENERAL SOLICITOR
622-2022

ROBERT H. STAHLHEBER
GENERAL ATTORNEY—COMMERCE
622-2014

CHARLES P. LIPPERT
GENERAL ATTORNEY
622-2021

ROBERT W. YOST
GENERAL ATTORNEY
622-2015

PAUL E. LITTLETON
ATTORNEY
622-2017

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

November 17, 1976

JAMES A. HESSE
GENERAL ATTORNEY—MISSOURI
622-2024

ROBERT S. DAVIS
COMMERCE COUNSEL
622-2011

DONALD E. MOLLOY
ASSISTANT GENERAL ATTORNEY
622-2016

RICHARD S. M. EMRICH, III
ASSISTANT GENERAL ATTORNEY
622-2013

PAUL J. M. RUTTERER
ATTORNEY
622-2866

RECORDATION NO. 6085-D

NOV 30 1976 4 30 PM

MISSOURI PACIFIC RAILROAD COMPANY

6-335A033

Date NOV 30 1976

Fee \$ 10/-

ICC Washington, D.C.

Re: The Texas and Pacific Railway Company
Equipment Trust, Series BB
Dated April 1, 1971
Chemical Bank, Trustee
Originally Recorded with I.C.C.
Rec. No. 6085 - 3-22-71 - 3:30 p.m.

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq., are five executed counterparts of an Assumption Agreement of Railroad Equipment, dated as of October 15, 1976, between Chemical Bank, Trustee, The Texas and Pacific Railway Company, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement between Chemical Bank and The Texas and Pacific Railway Company constituting the above Equipment Trust.

The Assumption Agreement, dated as of October 15, 1976, transmitted herewith for filing and recording, covers the Equipment listed in Attachment A, annexed hereto.

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

Trustee- Chemical Bank
Lessor: 20 Pine Street
New York, New York 10015

Old Lessee: The Texas and Pacific Railway Company
210 North 13th Street
St. Louis, Missouri 63103

Countersigned Judy C. Howard

RECORDED
NOV 30 1976
OPERATIONS
M.P.R.

November 17, 1976

New 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.

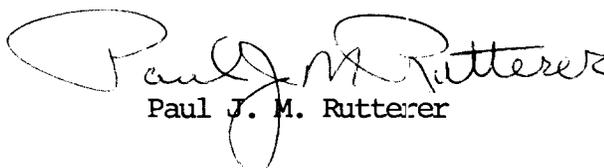
Check or voucher to cover the \$10.00 recording and filing fee is furnished herewith.

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

Mrs. Judy 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.

Very truly yours,


Paul J. M. Rutterer

PJMR:js

Encls:

Assumption Agreement (5)
Equipment List (Attachment A)
Check or voucher for \$10 for rec. fee

ATTACHMENT A

The Texas and Pacific Railway Company
Equipment Trust, Series BB
Dated April 1, 1971
Chemical Bank, Trustee
Originally Recorded with I.C.C.
Rec. No. 6085 - 3-22-71 - 3:30 p.m.

<u>No. of Units</u>	<u>Description</u>
500	100 Ton Covered Hopper Cars, numbered TP 711130-711629 AAR Class or Mechanical Designation: LO
150	50'6" 70-Ton Box Cars with Load Dividers, numbered TP 252450-252599 AAR Class or Mechanical Designation: XL
250	50'6" 70-Ton Box Cars, numbered TP 365225-365474 AAR Class or Mechanical Designation: XM
4	86'6" High Cube Box Cars, numbered TP 274507-274510 AAR Class or Mechanical Designation: XP
3	60' High Cube Box Cars, numbered TP 269048-269050 AAR Class or Mechanical Designation: XL
1	Caboose, numbered TP 13713 AAR Class or Mechanical Designation: NE

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 Trustee by virtue of an Assignment by T&P to Trustee of all its right, title and interest in contracts between T&P and the manufacturer(s) of said equipment, pursuant to the provisions of an Equipment Trust Agreement, Series BB, between T&P and Trustee dated as of the 1st day of April, 1971 (said Equipment Trust Agreement was recorded on the 22nd day of March, 1971, with the Interstate Commerce Commission and bears Recordation No. 6085); and

WHEREAS, T&P and MoPac have agreed that all right, title and interest of T&P in and to the equipment specified in aforesaid Equipment Trust 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 Equipment Trust 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 Equipment Trust Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of T&P with reference to the equipment specified in said Equipment Trust Agreement, including specifically, but without limitation, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Equipment Trust Agreement; and the Trustee 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 Trustee, 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 Equipment Trust Agreement between T&P and CHEMICAL BANK, Trustee, dated the 1st day of April, 1971, 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 Equipment Trust Agreement, without recourse on T&P, and upon the terms and conditions specified above, and hereby assumes, covenants and agrees to and with Trustee 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 Equipment Trust Agreement contained which, but for this assignment, were to be kept, performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due in respect of such equipment.

3. Trustee 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

Equipment Trust 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.

CHEMICAL BANK

By
Vice President

ATTEST:

Assistant Secretary

THE TEXAS AND PACIFIC RAILWAY COMPANY

By
Vice President

ATTEST:

Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By
Vice President

ATTEST:

Assistant Secretary

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 T. D. RODMAN and J. A. HESSE, personally known to me to be Vice President and Assistant Secretary of THE TEXAS AND PACIFIC RAILWAY COMPANY, and personally known to me to be the same persons whose names are subscribed in 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, 1976.

R. C. Mason
Notary Public

My Commission expires: Sept 28, 1978

R. C. MASON, Notary Public
Notary Public for Missouri
My Commission Expires September 28, 1978
This act performed in the City of St.
Louis, Missouri, in the County of
St. Louis, Missouri, on the 15th day of
October, 1976.

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 T. D. REDMAN and J. A. HESSE, personally known to me to be Vice President and Assistant Secretary of MISSOURI PACIFIC RAILROAD COMPANY, and personally known to me to be the same persons whose names are subscribed in 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, 1976.

R. C. Mason
Notary Public

My Commission expires: Sept 28, 1978

R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission expires September 28, 1978
I am a resident of the City of St.
Louis, Missouri, in the County of
St. Louis, Missouri, and am duly qualifi-
ed.