

MISSOURI PACIFIC RAILROAD CO.

JAMES A. NESSE 622-2024
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014
GENERAL ATTORNEY-COMMERCE

CHARLES P. LIPPERT 622-2021
GENERAL ATTORNEY

ROBERT S. DAVIS 622-2011
COMMERCE COUNSEL

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

STEPHEN C. HERMAN 622-2015
JOSEPH J. GAZZOLI 622-2013
ATTORNEYS

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

RECORDATION NO. 6494-D
Filed & Recorded

June 19, 1978

JUN 27 1978 10 25 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
JUN 27 10 01 AM '78
FEDERAL I.C.C. OPERATION BR.

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: The Texas and Pacific Railway
Equipment Trust, Series CC
Dated February 1, 1972
Chemical Bank, Trustee
Originally recorded with ICC
Rec. 6494 - February 4, 1972 - 4:40 pm

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 four executed counterparts of a Supplemental Lease of Railroad Equipment, dated as of June 19, 1978, between Chemical Bank, Trustee, and Missouri Pacific Railroad Company, as successor to The Texas and Pacific Railway Company, supplementing a Lease and Agreement, constituting the above Equipment Trust.

The Supplemental Lease, dated as of June 19, 1978, transmitted herewith for filing and recording, covers the following Equipment:

<u>No. of Units</u>	<u>Description</u>
2	100-Ton Covered Hopper Cars, 4750 C.F. numbered MP 723395, MP 723396

AAR Class or Mechanical Designation LO

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

8-178A039
JUN 27 1978
Date
Fee \$
CC Washington, D. C.

Mr. H. G. Horne, Jr.

-2-

June 19, 1978

are:

Trustee- Lessor:	Chemical Bank 55 Water Street New York, New York 10041
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, DC 20006
(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:slb

Encl:

Supplemental Lease (4)
Check or voucher for \$10 rec. fee

RECORDATION NO. 6494
JUN 27 1978 - 10 25 AM
MISSOURI STATE COMMISSION

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

THE TEXAS AND PACIFIC RAILWAY EQUIPMENT TRUST, SERIES CC
Equipment Trust Agreement Consisting of Agreement and
Lease of Railroad Equipment, dated February 1, 1972
(Original I.C.C. Rec. No. 6494)

THIS SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of
June 19, 1978, 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, 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 \$56,463.03 ,
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:

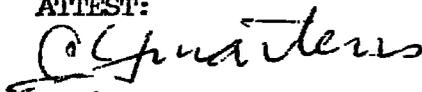
<u>No. of Units</u>	<u>Description</u>	<u>Est. Cost and Fair Value</u>
2	100-Ton Covered Hopper Cars, 4750 C.F. numbered MP 723395, MP 723396	\$65,300

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:

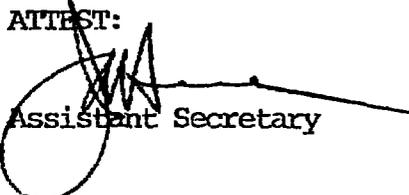

Assistant Secretary

CHEMICAL BANK

By

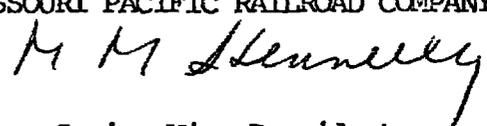

Senior Trust Officer

ATTEST:


Assistant Secretary

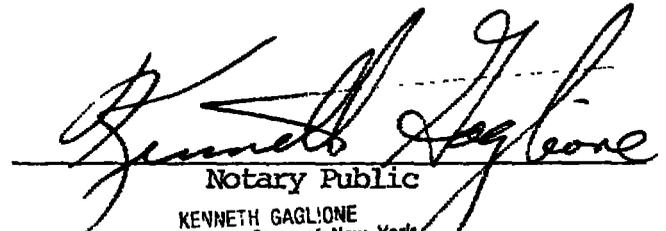
MISSOURI PACIFIC RAILROAD COMPANY

By


Senior Vice President

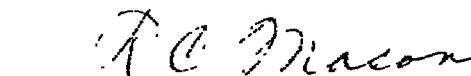
STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 22nd day of June, 1978, before me personally appeared F. J. FARRELL, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of CHEMICAL BANK, 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 its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


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, 1979

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

On this 19th day of June, 1978, before me personally appeared M. M. Hennelly, to me personally known, who, being by me duly sworn, says that he is a Senior 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.


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 commissioned.