

MISSOURI PACIFIC RAILROAD COMPANY

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

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ATTORNEY
622-2866

November 17, 1976

RECORDATION NO. ^{8248-A} FILED IN RECORDAR
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INTERSTATE COMMERCE COMMISSION

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

6-335A036
NOV 30 1976
Date
Fee \$ 10-
ICC Washington, D. C.

Re: Chicago & Eastern Illinois Railroad Company
Equipment Trust, Series BB
Dated April 1, 1976
Chemical Bank, Trustee
Originally Recorded with I.C.C.
Rec. No. 8248 - 3-30-76 - 9:40 a.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, Chicago & Eastern Illinois Railroad Company, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement between Chemical Bank and Chicago & Eastern Illinois Railroad 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 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: Chicago & Eastern Illinois Railroad Company
210 North 13th Street
St. Louis, Missouri 63103

Counterspart Judge C. Oswald

RECEIVED
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I.C.C. BR.

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

Chicago & Eastern Illinois Railroad Company
Equipment Trust, Series BB
Dated April 1, 1976
Chemical Bank, Trustee
Originally Recorded with I.C.C.
Rec. No. 8248 - 3-30-76 - 9:40 a.m.

<u>No. of Units</u>	<u>Description</u>
5	1500 HP Locomotives, numbered C&EI 1570-1574 AAR Class or Mechanical Designation: B-B
275	100-Ton 4600 C.F. Covered Hopper Cars, numbered C&EI 718300-718574 AAR Class or Mechanical Designation: LO

RECORDATION NO. 8248-A

ASSUMPTION AGREEMENT

NOV 30 1976 4 52 PM

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of
October 15, 1976, between and among CHEMICAL
BANK, a corporation organized and existing under and by virtue of
the laws of the State of New York (hereinafter sometimes called
"Trustee"), party of the first part; CHICAGO & EASTERN ILLINOIS
RAILROAD COMPANY, a corporation organized and existing under the
laws of the State of Indiana (hereinafter called "C&EI"), party
of the second part; and MISSOURI PACIFIC RAILROAD COMPANY, a cor-
poration 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, C&EI, 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 sur-
viving corporation, which transaction has been approved by the
Interstate Commerce Commission in a Certificate and Order dated
May 4, 1976 in Finance Dockets 27773 and 27774, presently
effective; and

WHEREAS, pursuant to said Plan and Joint Agreement of
Merger, MoPac, as surviving corporation, will succeed to all prop-
erty, rights, privileges, powers and franchises belonging to
C&EI, including but not limited to title to and leasehold interests
in all personal property vested in C&EI by deed or otherwise, and

shall be responsible and liable for all the liabilities and obligations of C&EI; and

WHEREAS, legal title to certain C&EI equipment is vested in Trustee by virtue of an Assignment by C&EI to Trustee of all its right, title and interest in contracts between C&EI and the manufacturer(s) of said equipment, pursuant to the provisions of an Equipment Trust Agreement, Series BB, between C&EI and Trustee dated as of the 1st day of April, 1976, (said Equipment Trust Agreement was recorded on the 30th day of March, 1976, with the Interstate Commerce Commission and bears Recordation No. 8248); and

WHEREAS, C&EI and MoPac have agreed that all right, title and interest of C&EI in and to the equipment specified in aforesaid Equipment Trust Agreement shall become the right, title and interest of MoPac, subject to all of C&EI's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Equipment Trust Agreement defined in the preceding paragraph; and

WHEREAS, C&EI 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 C&EI 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

assumption.

NOW, THEREFORE, in consideration of the premises and of the payment by each C&EI 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. C&EI hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Equipment Trust Agreement between C&EI and CHEMICAL BANK, Trustee, dated the 1st day of April, 1976, without recourse against C&EI. C&EI 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 C&EI's right, title and interest in and to the equipment specified in said Equipment Trust Agreement, without recourse on C&EI, 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 C&EI to MoPac of its right, title and interest in and to the equipment referred to in

said Equipment Trust Agreement, without recourse on C&EI, and MoPac's assumption of C&EI'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

A handwritten signature in cursive script, appearing to be "J. M. ...", written over a horizontal line.

Vice President

ATTEST:

A handwritten signature in cursive script, appearing to be "C. ...", written over a horizontal line.

Assistant Secretary

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY

By

A handwritten signature in cursive script, appearing to be "Patrick C. ...", written over a horizontal line.

Vice President

ATTEST:

A handwritten signature in cursive script, appearing to be "J. ...", written over a horizontal line.

Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By

A handwritten signature in cursive script, appearing to be "T. B. ...", written over a horizontal line.

Vice President

ATTEST:

A handwritten signature in cursive script, appearing to be "J. ...", written over a horizontal line.

Assistant Secretary

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

I, KENNETH GAGLIONE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. J. FLEMING and C.G. Martens, personally known to me to be Vice President and Assistant Secretary of CHEMICAL BANK, 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 24TH day of November, 1976.

Kenneth Gaglione
Notary Public

My Commission expires:

3/30/77

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)

I, R.C. MASON, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY that PATRICK G. MULLEN and J.A. HESSE, personally known to me to be Vice President and Assistant Secretary of CHICAGO & EASTERN ILLINOIS 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

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

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 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
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