

MISSOURI PACIFIC RAILROAD CO.

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 GENERAL SOLICITOR
 ROBERT H. STAHLHEBER 622-2014
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 GENERAL ATTORNEY
 ROBERT S. DAVIS 622-2011
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 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. 7429-6 Filed & R

JUN 27 1978 10 25 AM

INTERSTATE COMMERCE COMMISS

June 19, 1978

RECEIVED
 JUN 27 10 00 AM '78
 I.C.C. BR.
 FEE OPERATION BR.

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

Re: Chicago & Eastern Illinois Railroad
 Equipment Trust, Series AA
 Dated March 1, 1974
 Chemical Bank, Trustee.
 Originally recorded with ICC
Rec.7429 - March 14, 1974 - 12:45 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 Chicago & Eastern Illinois Railroad 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:

No. of Units

Description

1

100-Ton Covered Hopper Cars, 4750 C.F.
 numbered MP 723397

AAR Class or Mechanical Designation LO

NO. 7429-6

Date JUN 27 1978

Fee \$ 10

ICC Washington, D. C.

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

Mr. H. G. Homme, 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

JUN 27 1978 -10

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

CHICAGO & EASTERN ILLINOIS RAILROAD EQUIPMENT TRUST, SERIES AA
Equipment Trust Agreement Consisting of Agreement
and Lease of Railroad Equipment, dated March 1, 1974
(Original I.C.C. Rec. No. 7429)

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 \$40,408.84 , 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:

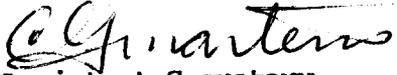
<u>No. of Units</u>	<u>Description</u>	<u>Est. Cost and Fair Value</u>
1	100-Ton Covered Hopper Cars, 4750 C.F. numbered MP 723397	\$32,650

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:

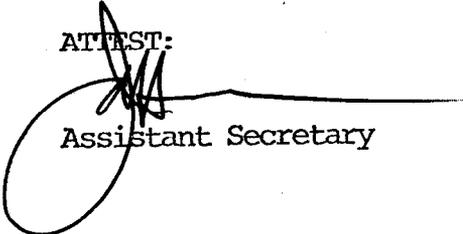

Assistant Secretary

CHEMICAL BANK

By

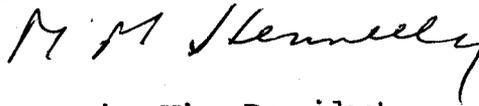

Senior Trust Officer

ATTEST:


Assistant Secretary

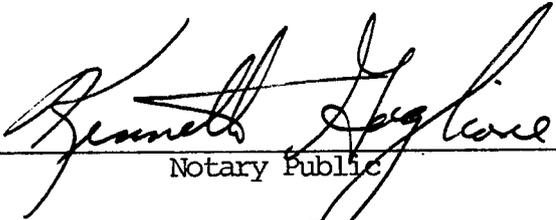
MISSOURI PACIFIC RAILROAD COMPANY

By


Senior Vice President

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

On this 20th day of June, 1978, before me personally appeared M. J. FARRILL, 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.