

SEE 2

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

RECORDATION NO. 7260-B Filed & Recorded

NOV 29 1976 - 4 00 PM

INTERSTATE COMMERCE COMMISSION

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622-2024

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622-2866

November 17, 1976



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CC Washington, D. C.

GILBERT P. STRELINGER
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622-2022

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

Re: The Texas and Pacific Railway Company
Equipment Trust, Series DD
Dated December 1, 1973
Chemical Bank, Trustee
Originally Recorded with I.C.C.
Rec. No. 7260 - 12-10-73 - 10:35 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, 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

RECEIVED
NOV 20 11 01 AM '76
FEDERAL
OPERATION BUREAU
I.C.C.

Counterparts
sent by mail

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.

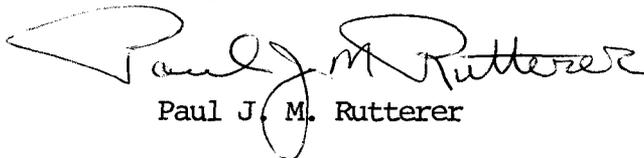
Check or voucher to cover the \$10.00 recording and filing fee is furnished herewith.

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 DD
Dated December 1, 1973
Chemical Bank, Trustee
Originally Recorded with I.C.C.
Rec. No. 7260 - 12-10-73 - 10:35 a.m.

<u>No. of Units</u>	<u>Description</u>
24	SD40-2 3,000 HP Locomotives, numbered TP 816-839 AAR Class or Mechanical Designation: C-C
6	U-30-C 3,000 HP Locomotives, numbered TP 30-35 AAR Class or Mechanical Designation: C-C
30	Cabooses, numbered TP 13605-13634 AAR Class or Mechanical Designation: NE
1	86' 6" High Cube Box Car, numbered TP 274511 AAR Class or Mechanical Designation: XP

ASSUMPTION AGREEMENT

RECORDATION NO. 7260-6 Filed & Recorded

NOV 29 1976 -4 00 P.M.

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, 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 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 property, rights, privileges, powers and franchises belonging to T&P, including but not limited to title to and leasehold interests in 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 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 DD, between T&P and Trustee dated as of the 1st day of December, 1973 (said Equipment Trust Agreement was recorded on the 10th day of December, 1973, with the Interstate Commerce Commission and bears Recordation No. 7260); 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 December, 1973, 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.

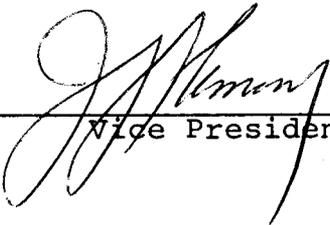
2. MoPac hereby accepts the assignment of T&P's right, title and interest in and to the equipment specified in said Equipment Trust Agreement, without recourse on T&P, and upon the terms and conditions specified above, and hereby assumes, covenants and agrees to and with Trustee that, with respect to 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

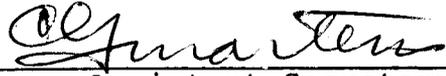
Equipment Trust Agreement, without recourse on T&P, and MoPac's assumption of T&P's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

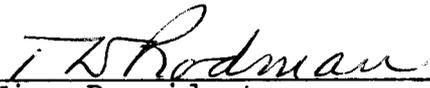
CHEMICAL BANK

By 
Vice President

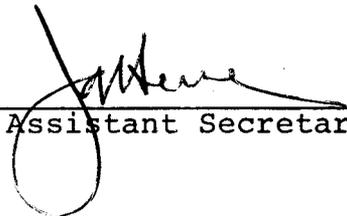
ATTEST:


Assistant Secretary

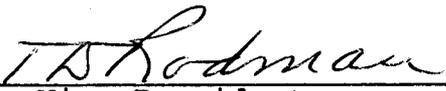
THE TEXAS AND PACIFIC RAILWAY COMPANY

By 
Vice President

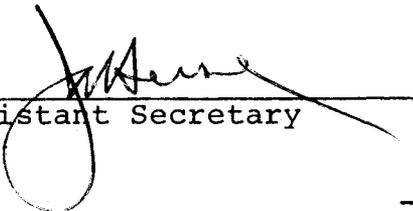
ATTEST:


Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By 
Vice President

ATTEST:


Assistant Secretary

