

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

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ASSISTANT GENERAL COUNSEL
622-2024

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DONALD E. MOLLOY
622-2016

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KIM R. LUTHER
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GENERAL ATTORNEYS

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
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Washington, DC 20423

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RECORDATION NO. 14060 Filed 1425
JUN 17 1983 - 3 20 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 14060 Filed 1425
JUN 17 1983 - 3 20 PM
INTERSTATE COMMERCE COMMISSION

June 16, 1983

Re: Lease of Railroad Equipment dated as of January 1, 1983, between Missouri Pacific Railroad Company and United States Trust Company of New York, as Trustee -- Assignment of Lease and Agreement dated as of January 1, 1983, by and between United States Trust Company of New York and Metropolitan Life Insurance Company

Dear Ms. Mergenovich:

Enclosed for filing and recording pursuant to Section 11303 of the Interstate Commerce Act and 49 CFR Section 1116 et seq., are (i) five executed counterparts of a Lease of Railroad Equipment dated as of January 1, 1983, between Missouri Pacific Railroad Company and United States Trust Company of New York, as Trustee ("U.S. Trust") (the "Lease"), and (ii) five executed counterparts of an Assignment of Lease and Agreement dated as of January 1, 1983, by and between U.S. Trust and Metropolitan Life Insurance Company ("Metropolitan Life") (the "Assignment of Lease"), pursuant to which U.S. Trust assigned to Metropolitan Life all of its right, title and interest, powers, privileges, and other benefits under the Lease.

The Lease and the Assignment of Lease transmitted herewith for filing and recording cover the following equipment:

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Quantity</u>	<u>Lessee's Identifying Numbers (All Sets Inclusive)</u>
50'6", 70-ton capacity, general service box car	XM	988	MP 356,700-356,714 356,715-356,862 356,863-356,919 356,920-356,967 356,968-357,086 357,087-357,088 357,089-357,119 357,120-357,128 357,129-357,354 357,355-357,425 357,426-357,449 357,450-357,595 357,596-357,687

FEE OPERATION BR.
REGISTRATION
JUN 17 1983

3-168A112

JUN 17 1983
FEE \$50.00
ICC Washington, D. C.

RECORDED

June 16, 1983

The names and addresses of the parties to the Lease are as follows:

Lessor (Denominated Owner-Trustee in the Lease)	United States Trust Company of New York ATTN: Corporate Trust and Agency Div. 21st Floor - 45 Wall Street New York, New York 10005
Lessee	Missouri Pacific Railroad Company 210 North 13th Street St. Louis, Missouri 63103

The names and addresses of the parties to the Assignment of Lease are as follows:

Assignor (Denominated Owner-Trustee in the Assignment of Lease)	United States Trust Company of New York ATTN: Corporate Trust and Agency Div. 21st Floor - 45 Wall Street New York, New York 10005
Assignee (Denominated Vendor in the in the Assignment of Lease)	Metropolitan Life Insurance Company One Madison Avenue New York, New York 10010

As the Lease and Assignment of Lease are counted as one document for purposes of computing the required recordation fee, our voucher #647843 in the amount of \$50.00 is enclosed to cover the filing and recordation of both documents.

Upon filing and recording of the documents, counterparts showing recordation should be returned to the undersigned at Missouri Pacific Railroad Company, Law Department, 210 North 13th Street - Room 2000, St. Louis, Missouri 63103.

Very truly yours,


William G. Barr

WGB:aes

Enclosures

ASSIGNMENT OF LEASE AND AGREEMENT dated as of January 1, 1983 (hereinafter called this Lease Assignment), by and between United States Trust Company of New York, New York corporation, as Trustee under a Trust Agreement dated as of March 1, 1975, with General Electric Credit Corporation (such Trustee, together with its successors and assigns, being hereinafter called the Owner-Trustee) and Metropolitan Life Insurance Company (hereinafter called the Vendor).

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FEDERAL RESERVE BANK
COMMERCIAL AND TRADING
COMMERCIAL COMMISSION

WHEREAS the Owner-Trustee and Missouri Pacific Railroad Company (hereinafter called the Lessee) entered into a Conditional Sale Agreement dated as of March 1, 1975 (hereinafter, together with amendments and supplements thereto, being called the Security Document), with ACF Industries, Incorporated (hereinafter called the Builder) providing for the sale to the Owner-Trustee of such units of railroad equipment described in the Annexes thereto as were delivered to and accepted and settled for by the Owner-Trustee thereunder; and

WHEREAS the Owner-Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter, together with any amendments and supplements thereto, being called the Lease), providing for the leasing by the Owner-Trustee to the Lessee of the units of railroad equipment described in Schedule A thereto (hereinafter called the Units); and

WHEREAS in order to provide security for the obligations of the Owner-Trustee under the Security Document the Owner-Trustee agrees to assign for security purposes its rights in, to and under the Lease to the Vendor;

NOW, THEREFORE, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 10 hereof, the Owner-Trustee hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the Owner-Trustee's obligations under the Security Document, all the Owner-Trustee's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner-Trustee from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the

happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Owner-Trustee is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner-Trustee hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Owner-Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner-Trustee is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any payments made by the Lessee for the account of the Owner-Trustee pursuant to the Lease, subject to provisions of the Lessee's Consent and Agreement hereto (hereinafter called the Consent) permitting payments to be made directly to the Owner-Trustee. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Owner-Trustee under the Security Document then due and payable, subject to the limitations contained in the last paragraph of Article 4 of the Security Document, and any balance shall be paid immediately to and retained by the Owner-Trustee. If the Vendor shall not receive any rental payment under the first paragraph of § 3 of the Lease payable to it as provided in the Consent when due, the Vendor shall promptly notify the Owner-Trustee by telegraphic communication at the address set forth in the Lease. The Owner-Trustee will furnish to the Vendor and the Lessee a schedule, with such changes as may be appropriate from time to time, setting forth the amounts due the Vendor under the Security Document and the Owner-Trustee under the Lease on each date for the payment thereof.

2. This Lease Assignment is executed only as security for the obligations of the Owner-Trustee under the Security Document and, therefore, the execution and delivery of this Lease Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the Owner-Trustee under the Lease, it being understood and agreed that notwithstanding this Lease Assignment or any subsequent assignment, all obligations of the Owner-Trustee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against the Owner-Trustee or persons other than the Vendor.

3. To protect the security afforded by this Lease Assignment, the Owner-Trustee agrees as follows:

(a) The Owner-Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by

the Owner-Trustee; without the written consent of the Vendor, the Owner-Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease and the Owner-Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) At the Owner-Trustee's sole cost and expense, the Owner-Trustee will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Owner-Trustee under the Lease.

(c) Should the Owner-Trustee fail to make any payment or to do any act which this Lease Assignment requires the Owner-Trustee to make or do, then the Vendor, but without obligation so to do, after first making written demand upon the Owner-Trustee and affording the Owner-Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Owner-Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Vendor may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Vendor, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner-Trustee contained in the Lease; and in exercising any such powers, the Vendor may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner-Trustee will reimburse the Vendor for such costs, expenses and fees.

4. Subject to the provisions of Paragraph 10 hereof, the Owner-Trustee does hereby constitute the Vendor the Owner-Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Owner-Trustee, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Owner-Trustee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action

or institute any proceedings which to the Vendor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner-Trustee's obligations under the Security Document, this Lease Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Owner-Trustee.

6. The Owner-Trustee will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, re-register, re-record or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Vendor in order to confirm or further assure, the interests of the Vendor hereunder.

7. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder. The Vendor will give written notice to the Owner-Trustee and the Lessee of any such assignment.

8. This Lease Assignment shall be governed by the Laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. §11303.

9. The Owner-Trustee shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at its address set forth in Article 21 of the Security Document, or at such other address as the Vendor shall designate.

10. The Vendor hereby agrees with the Owner-Trustee that, so long as no event of default under the Security Document has occurred and shall be continuing, the Vendor will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner-Trustee to the Vendor by this Lease Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the Security Document, the Owner-Trustee may, so long as no event of default under the Security Document has occurred and shall be continuing, exercise or enforce, or seek to exercise or

enforce, such rights, powers, privileges, authorizations or benefits.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

UNITED STATES TRUST COMPANY OF NEW YORK, as trustee,

by

Thomas B. Zehner
Asst. Vice President

[CORPORATE SEAL]

Attest:

Louis P. Young
Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY,

by

Carol A. Wolfe
ASSISTANT VICE-PRESIDENT

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Secretary

by

Richard G. Clark
ASST. GENERAL COUNSEL

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

On this 6th day of June, 1983, before me personally appeared THOMAS B. ZAKRZEWSKI to me personally known, who, being by me duly sworn, says that he is Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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
CHRISTINE C. COLLINS
Notary Public, State of New York
No. 41-4624735
Qualified in Queens County
Commission Expires March 30, 1984

[NOTARIAL SEAL]

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

On this 13th day of June, 1983, before me, personally appeared CAROL A. VOLKE and RICHARD G. CHARKE, to me personally known, who, being by me duly sworn, say that they are ASSISTANT VICE-PRESIDENT and ASST. GENERAL COUNSEL, respectively, of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company and that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public
CATHERINE ANN RICE
NOTARY PUBLIC, State of New York
No. 24-8559315
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1984

[NOTARIAL SEAL]

LESSEE'S CONSENT AND AGREEMENT

The undersigned, a corporation duly incorporated under the laws of the State of Delaware, the Lessee named in the Lease (hereinafter called the Lease) referred to in the foregoing Assignment of Lease and Agreement (hereinafter called the Lease Assignment), hereby (a) acknowledges receipt of a copy of the Lease Assignment and consents to all the terms and conditions of the Lease Assignment and (b) in consideration of good and valuable consideration the receipt of which is hereby acknowledged, the undersigned:

(1) represents and warrants to Metropolitan Life Insurance Company (hereinafter called the Vendor) that the rentals and other obligations under the Lease have been calculated so as to provide for the due and punctual payment of the principal of, and interest on, the Conditional Sale Indebtedness, as that term is defined in the Conditional Sale Agreement (hereinafter called the Security Document), dated as of March 1, 1975, among ACF Industries, Incorporated, United States Trust Company of New York, as Trustee (hereinafter called the Owner-Trustee) and the undersigned, and the due and punctual performance of all other obligations of the Owner-Trustee under the Security Document (except the obligations of the Owner-Trustee under subparagraph (a) of the third paragraph of Article 4 thereof) without reference to any limitation of liability contained in the last paragraph of Article 4 or Article 22 thereof;

(2) agrees, subject to the terms and conditions of the Lease Assignment, to pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease (which moneys are hereinafter called the Payments) due and to become due under the Lease in respect of the units of railroad equipment leased thereunder (hereinafter called the Units), directly to the Vendor to be applied as provided in the Security Document, by bank wire to the Vendor's account number 002-1-039565 at The Chase Manhattan Bank, N.A., Metropolitan Branch, 33 East 23rd Street, New York, New York 10010 (or to such other address as may be furnished in writing to the undersigned by the Vendor); provided, however, that unless and until the Vendor in its sole discretion shall otherwise direct the undersigned in writing, the undersigned shall make only that portion of the Payments necessary to satisfy the obligations of the Owner-Trustee under the Security Document directly to the Vendor and any balance shall be paid by the undersigned directly to the Owner-Trustee or to its order; and,

if the undersigned fails for any reason whatsoever to make any Payments, on the respective dates and times set forth in the Lease on which the Payments are specified to be due thereunder, it will pay to the Vendor sums equivalent to the Payments which the undersigned shall not theretofore have paid to the Vendor or the Owner-Trustee as aforesaid; it being hereby agreed that the undersigned's obligation to pay all the aforesaid Payments or sums equivalent to the Payments is absolute and unconditional;

(3) agrees, subject to the terms and conditions of the Lease Assignment, that the Vendor shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the undersigned under the Lease as though the Vendor were named therein as the Owner-Trustee;

(4) agrees that the Payments or sums equivalent to the Payments shall not be subject to any right of setoff or counterclaim or other defense which the undersigned might have against the Owner-Trustee or otherwise, and the payment thereof to the Vendor shall be final and shall not be subject to, and the undersigned hereby agrees to indemnify the Vendor against, any liens, charges or claims of any nature whatsoever (other than liens, charges or claims created or incurred by the Vendor not arising out of the transactions contemplated by the Security Document, the Lease or the Lease Assignment) resulting from a breach by the undersigned of its obligations under the Lease prior to or pari passu with the right of the Vendor to apply such Payments or sums equivalent thereto, as provided in the Lease Assignment;

(5) agrees that any rights acquired by the undersigned, by subrogation or otherwise, against the Owner-Trustee under the Security Document or with respect to any of the Units by reason of any payment made by the undersigned pursuant hereto may not be exercised until the Vendor has been paid all sums payable to it under the Security Document;

(6) agrees that the Vendor shall not, by virtue of the Lease Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise;

(7) agrees that the Lease shall not, without the prior written consent of the Vendor, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration or impairment of the obligations

of the Lessee under the Lease which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, the obligations of the Owner-Trustee under the Lease Assignment or the obligations of the Lessee under this Consent and Agreement or of any of the rights created by any thereof;

(8) will (i) execute, deliver and/or furnish all notices, certificates, communications, instruments, agreements, legal opinions and other documents and papers required to be executed, delivered and/or furnished by it (or its counsel) pursuant to the provisions of the Security Document and (ii) do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of any thereof.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Vendor by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of January 1, 1983.

MISSOURI PACIFIC RAILROAD COMPANY

by

Robert G. Stannery
President

[CORPORATE SEAL]

Attest:

H. J. Lueder
Assistant Secretary

