

MISSOURI PACIFIC RAILROAD CO.

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

DONALD E. MOLLOY 622-2016
WILLIAM A. BRASHER 622-2021
GENERAL ATTORNEYS

JOSEPH J. GAZZOLI 622-2012
WILLIAM G. BARR 622-2866
ASSISTANT GENERAL ATTORNEYS

ARTHUR R. ZAEGEL 622-2015
MICHAEL THOMPSON 622-2011
NINA K. WUESTLING 622-2017
ATTORNEYS

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014
CHIEF COMMERCE COUNSEL

RECORDATION NO. 12224-4 Filed 1425

March 6, 1981

MAR 19 1981 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

Re: The Missouri Pacific Railroad Equipment Trust, Series No. 14, dated as of October 1, 1980 - Chemical Bank, Trustee - Originally recorded with ICC under Rec. No. 12224 (Filed and Recorded September 24, 1980 - 2:50 p.m.)

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, D. C. 20423

1-078AR01
No. MAR 19 1981
Date
Fee \$ 10.00
ICC Washington, D. C.

Dear Mrs. Mergenovich:

Enclosed for filing and recording pursuant to Section 11303 of the Interstate Commerce Act and 49 Code Fed. Regs. Section 1116.1(a), et seq., are five executed counterparts of Supplemental Agreement No. 1, dated as of March 2, 1981, between Chemical Bank, Trustee, and Missouri Pacific Railroad Company, supplementing the Equipment Trust Agreement identified in the caption.

The Supplemental Agreement transmitted herewith for filing and recording covers the following Equipment:

<u>No. of Units</u>	<u>Description</u>
20	100-Ton, 2980 Cu. Ft. covered hopper cars

AAR Class or Mechanical Designation: LO

which Equipment is thereby added to and included in the Trust Equipment described in the Equipment Trust Agreement.

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

Trustee-Lessor:	Chemical Bank 55 Water Street New York, New York 10041
-----------------	--

RECEIVED
MAR 19 1 59 PM '81
I.C.C.
OPERATION BR.

Mrs. Agatha L. Mergenovich

- 2 -

March 6, 1981

Lessee: (Railroad)

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.

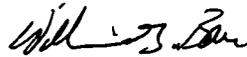
Check or voucher to cover the \$10 recording and filing fee is furnished herewith.

Upon filing and recording of the enclosed instrument, three counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. J. C. Durand
Missouri Pacific Railroad Company
Suite 1203 - 1825 K Street, N. W.
Washington, D. C. 20006
(Telephone: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,



William G. Barr

WGB:ko

Encl: Supplemental Agreement No. 1 (5)
Voucher for \$10 Recording fee

RECORDATION NO. 12224-A
1981 14.25

MAR 19 1981 -2 05 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT NO. 1

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES NO. 14
Equipment Trust Agreement, dated as of October 1, 1980
(Original I.C.C. Rec. No. 12224)

THIS SUPPLEMENTAL AGREEMENT, dated as of March 2, 1981, between CHEMICAL BANK, a New York corporation, Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption hereof (hereinafter called the Agreement) 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 the Agreement; and

WHEREAS, the Agreement provides that if the aggregate Cost of all the Trust Equipment shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to the Agreement, the Railroad will cause to be transferred to the Trustee, pursuant to proper supplement to the Agreement, additional Equipment in such amount and of such Cost that the aggregate Cost of the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates so issued; and

WHEREAS, the Trust Equipment described in Schedule A to the Agreement has been determined to have an aggregate Cost of less than 125% of the aggregate principal amount of Trust Certificates issued; and

WHEREAS, the Railroad desires to subject to said Equipment Trust and to transfer to the Trustee additional Equipment in an amount and of such Cost that the aggregate Cost of all the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Agreement, the parties agree:

1. The Trust Equipment as defined and described in the Agreement and as set forth in Schedule A to the Agreement shall include the following Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Total Cost</u>
20	100-ton, 2980 Cu. Ft. Covered Hopper Cars, (Nos. MP 705954/ 705973, both incl.	\$716,000

which 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 the Agreement.

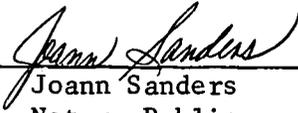
2. Except as expressly amended, the Agreement and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

3. This Supplemental Agreement (a) shall be governed by the laws of the State of New York, and (b) may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

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.

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

On this 2nd day of March, 1981, before me personally appeared L. W. Matthews, III, to me personally known, who, being by me duly sworn, says that he is Vice President-Finance 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.



Joann Sanders
Notary Public

My Commission expires: September 10, 1982.

JOANN SANDERS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPT. 10, 1982
CITY OF ST. LOUIS

(Notarial Seal)

