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

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RECORDATION NO. 8949-B Filed 1425

JUN 26 1980 -2 30 PM

INTERSTATE COMMERCE COMMISSION

May 30, 1980

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

0-178A055
No.
Date JUN 26 1980
Fee $ 10.00
ICC Washington, D. C.

RECEIVED
JUN 26 2 26 PM '80
I. C. C.
FEE OPERATION BR.

Re: Missouri Pacific Railroad Company
Equipment Trust No. 3
Dated Sep. 1, 1977
Chemical Bank Trustee
Originally Recorded With ICC
Rec. 8949 - Aug. 29, 1977 - 10 a.m.

Dear Madam:

Enclosed for filing and recording pursuant to Sec. 11303 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 May 30, 1980, between Chemical Bank, Trustee, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement, constituting the above Equipment Trust.

The Supplemental Lease, dated as of May 30, 1980, transmitted herewith for filing and recording, covers the following Equipment:

No. of Units	Description
1	Caboose, Numbered MP-13900
	AAR Class or Mechanical Designation NE

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, NY 10041

Lessee: Missouri Pacific Railroad Company
210 N. 13th Street
St. Louis, MO 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
Telephone: (202) 628-7258,

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

Very truly yours,

Donald E. Molloy

Donald E. Molloy

Enclosures
Supplemental Lease (4)
Check or voucher for $10 rec. fee

RECORDATION NO. 8942-B Filed 1425

JUN 26 1980 -2 30 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES NO. 3
Equipment Trust Agreement Consisting Of Agreement
And Lease Of Railroad Equipment, Dated September 1, 1977
(Original I.C.C. Rec. No. 8949)

This SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of May 30, 1980, 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, 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 $52,487.14 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:

No. of Units	Description	Est. Cost and Fair Value
1	Caboose, Numbered [illegible]	$60,[illegible]

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 19th day of JUNE, 1980, before me personally appeared F. J. FARRELL, 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.

William R. Keyes
Notary Public

WILLIAM R. KEYES
Notary Public, State of New York
No. 24-4696213
Qualified in New York County
Commission Expires March 30, 1981

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

On this 30th day of MAY, 1980, 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.

Joann Sanders
Notary Public

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