

RECORDATION NO. 198 Filed & Recorded

SEP 21 1964 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES O
Equipment Trust Agreement, dated **February 1, 1961**
(Original I.C.C. Rec. No. ~~1928~~)

THIS SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT,
dated as of September 1, 1964, between CHEMICAL BANK NEW
YORK TRUST COMPANY, a New York corporation, Trustee (herein-
after 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
Parties hereto (or their respective predecessors) as of the
date specified in the caption hereof, is now in effect be-
tween 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
the amount or amounts set forth in Part I of Exhibit A annexed
hereto, representing the Fair Value (determined as provided in
the Equipment Trust Agreement) of Trust Equipment heretofore

destroyed or sold and ~~released~~^{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 Lease) 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 new standard-gauge railroad Equipment described in Part II of Exhibit A annexed hereto, 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. The parties hereby confirm that the Trust Equipment described in Part I of Exhibit A annexed hereto is released and eliminated from the aforesaid Lease and Equipment Trust.

3. 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:

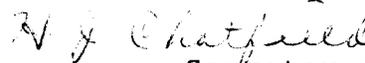

Assistant Secretary
(Corporate Seal)

CHEMICAL BANK NEW YORK TRUST COMPANY

By

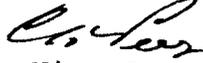

Vice President

ATTEST:


ASSISTANT Secretary
(Corporate Seal)

MISSOURI PACIFIC RAILROAD COMPANY

By


Vice President

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

On this 18th day of September, 1964, before me personally appeared G. M. Nicholson, to me personally known, who being by me duly sworn, says that he is a Vice President of CHEMICAL BANK NEW YORK TRUST 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 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.

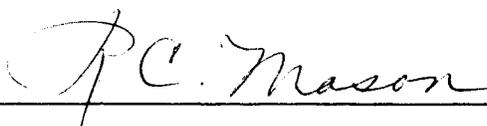
(Notarial Seal)

HARRISON J. LAEMMERHIRT
Notary Public, State of New York
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

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

On this 10th day of September, 1964, before me personally appeared C. D. Peet, to me personally known, who, being by me duly sworn, says that he is a 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.

My commission expires September 28, 1966.



Notary Public

(Notarial Seal)

