

St. Louis-San Francisco Railway Company

906 Olive Street - St. Louis, Missouri 63101 - (314) 241-7800

RECEIVED

RECORDATION NO. **8571-B** Filed & Recorded

Donald E. Engle
Vice President and General Counsel

DEC 23 1977-12 21 PM

December 20, 1977

DEC 27 1977

INTERSTATE COMMERCE COMMISSION

88159-C(No. 95)

ADMINISTRATIVE DIVISION
F. MAIL ROOM

7-357A036

Amendment dated as of September 1, 1977 between The Boatmen's National Bank of St. Louis and St. Louis-San Francisco Railway Company to Conditional Sale Agreement (No. 95) dated as of November 15, 1976 between St. Louis-San Francisco Railway Company, General Motors Corporation (Electro-Motive Division) and Portec, Inc. (Paragon Division) and Related Agreement and Assignment

DEC 26 1977
120

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D.C., 20423

Dear Sir:

Pursuant to Section 20c of the Interstate Commerce Act and to the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation the above noted Amendment to Conditional Sale Agreement (No. 95) dated as of November 15, 1976.

Set out below are the names and addresses of the parties to the transaction:

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DEC 23 12 23 PM '77
I.C.C.
FILE OPERATIONS

Assignee:

The Boatmen's National Bank of St. Louis, Assignee under Agreement and Assignment dated as of November 15, 1976, between The Boatmen's National Bank of St. Louis, as Agent, General Motors Corporation (Electro-Motive Division) and Portec, Inc. (Paragon Division)
P. O. Box 236
St. Louis, Missouri, 63166

Purchaser:

St. Louis-San Francisco Railway Company
3253 East Trafficway
Springfield, Missouri, 65802

Mr. H. G. Homme, Jr.
December 20, 1977
Page Two

On November 16, 1976, at 8:35 A.M., there was filed with the Commission Conditional Sale Agreement (No. 95) which was executed by only two of the parties, General Motors Corporation and St. Louis-San Francisco Railway Company. The instrument was recorded in this fashion, and assigned Recordation No. 8571, to permit us to accept delivery of twenty locomotives subjected to the Conditional Sale Agreement. The fully executed Conditional Sale Agreement and the related Agreement and Assignment were subsequently filed as one document with the Commission on December 17, 1976, at 3:05 P.M., and assigned Recordation No. 8571-A.

The purpose of the enclosed Amendment is to provide for 29 semi-annual installment payments on the indebtedness commencing March 1, 1978, in lieu of 30 semi-annual payments that were to have commenced on September 1, 1977 as stated in the Conditional Sale Agreement filed November 16, 1976 and December 17, 1976, respectively. In addition, the Amendment provides for a cut-off date of March 1, 1978 for payment of the equipment to be delivered by Portec, Inc. (Paragon Division) rather than September 1, 1977 as stated in Item 2 of Schedule A to the Conditional Sale Agreement presently on file with the Commission.

Also enclosed is this Company's check for \$10.00 to cover the recording fee as required by 49 CFR 1116.3.

Please stamp all five counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain two copies for your files. It is requested that the remaining three counterparts be returned to me.

Very truly yours,


Donald E. Engle

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/2

12/27/77

OFFICE OF THE SECRETARY

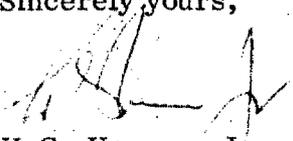
Donald E. Engle
St. Louis-San Francisco RYW. Company
906 Olive Street
St. Louis, Missouri 63101

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on at
and assigned recordation number(s) 12/23/77 12:25pm

8617-A & 8571-B
Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 8571-13
Filed & Recorded

DEC 29 1977 12 24 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT (hereinafter called this Amendment), dated as of September 1, 1977, between The Boatmen's National Bank of St. Louis, acting as agent under a Finance Agreement dated as of November 15, 1976, for certain institutional investors (said agent, so acting, being hereinafter called the Agent), and St. Louis-San Francisco Railway Company (hereinafter called the Railroad), to the Conditional Sale Agreement (No. 95) (hereinafter called the Conditional Sale Agreement), dated as of November 15, 1976, between the Railroad and each of Portec Inc. (Paragon Division) and General Motors Corporation (Electro-Motive Division) (collectively the Builders).

WHEREAS the Railroad and each of the Builders have heretofore entered into the Conditional Sale Agreement;

WHEREAS each of the Builders has heretofore assigned all its right, title and interest under the Conditional Sale Agreement to the Agent pursuant to an Agreement and Assignment (hereinafter called the Assignment), dated as of November 15, 1976;

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce

Commission pursuant to Section 20c of the Interstate Commerce Act on December 17, 1976, and collectively assigned recordation number 8571-A; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the execution of the Conditional Sale Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Conditional Sale Agreement is hereby amended (a) by deleting from subparagraph (b) of the third paragraph of Article 4 thereof the number "30" in both places where such number appears in said subparagraph, and substituting therefor the number "29"; (b) by deleting from the fourth paragraph of Article 4 thereof the date "September 1, 1977" in both places where such date appears in said paragraph, and substituting therefor the date "March 1, 1978"; and (c) by deleting from Item 2 of Schedule A thereof the date "September 1, 1977" and substituting therefor the following: "September 1, 1977 with respect to the GM Equipment (as defined in the Conditional Sale Agreement to which this Schedule A is attached) and March 1, 1978 with respect to the Portec Equipment (as defined in said Conditional Sale Agreement)".

2. The Railroad will cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and with the Office of the Secretary of State of the State of Missouri and the Office of the Recorder of Deeds for the county in the State of Missouri in which the place of business of the Railroad specified in clause (a) of Article 21 of the Conditional Sale Agreement is located, in accordance with applicable provisions of the Uniform Commercial Code of the State of Missouri, all as provided in Article 19 of the Conditional Sale Agreement.

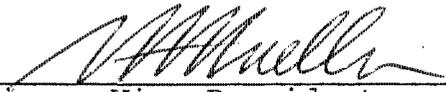
3. This Agreement may be executed in any number of counterparts, such counterparts together constituting one and the same contract. The counterpart delivered to the Agent shall be deemed to be the original and all other counterparts shall be deemed to be duplicates. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due authority, have caused this Amendment to be

executed in their respective names by their officers there-
unto duly authorized and their respective seals to be here-
unto affixed and duly attested, all as of the date first
above written.

THE BOATMEN'S NATIONAL BANK OF
ST. LOUIS, AS AGENT,

by


Vice President
MARVIN A. MUELLER

[Seal]

Attest:


Assistant Trust Officer
G. ROLLAND HYLE

ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY,

by


Vice President

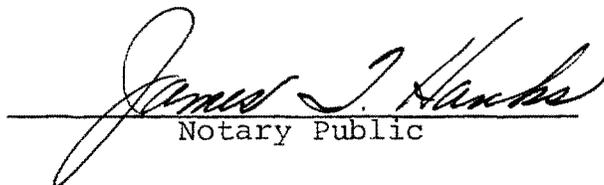
[Corporate Seal]

Attest:


Assistant Secretary

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

On this *28th* day of *November*, 1977, before me personally appeared *DONALD E. ENGLE*, to me personally known, who, being by me duly sworn, says that he is a Vice President of ST. LOUIS-SAN FRANCISCO RAILWAY 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.


Notary Public

[NOTARIAL SEAL]

My Commission expires

June 30, 1980.