

RECORDATION NO. *7855-B* Filed & Recorded

JAN 27 1976 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of December 15, 1975, among ST. LOUIS SOUTHWESTERN RAILWAY COMPANY (hereinafter called the Railroad), THRALL CAR MANUFACTURING COMPANY (hereinafter called the Builder), and FIRST PENNSYLVANIA BANK N.A., as agent (hereinafter called the Assignee).

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of February 1, 1975 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of February 1, 1975 (hereinafter called the Assignment);

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 March 1, 1975, at 1:15, and were assigned recordation numbers 7855 and 7855-A, respectively;

WHEREAS the aggregate Purchase Price for Equipment (both as defined in the Conditional Sale Agreement) for which settlement has been made under the Conditional Sale Agreement is in an amount in excess of \$37,000,000; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement to delete certain units of Equipment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Conditional Sale Agreement is hereby amended to exclude from Schedule B to the Conditional Sale Agreement 42 100-ton, 60' flat cars with bulkheads numbered SSW 87936, 87946 and 87960 through 87999.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

4. Except as amended hereby, the Conditional Sale Agreement and Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate

seals, duly attested, to be hereunto affixed as of the day and year first above written.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

[Corporate Seal]

by

E. E. Leedy
Treasurer

Attest:

E. J. Lamme
Assistant Secretary

THRALL CAR MANUFACTURING COMPANY,

[Corporate Seal]

by

W. W. ...
Vice President

Attest:

John ...
Assistant Secretary

FIRST PENNSYLVANIA BANK N.A.,
as agent

[Corporate Seal]

by

W. W. ...
Vice President

Attest:

P. M. ...
Authorized Officer

STATE OF CALIFORNIA,)
) ss.:
CITY AND COUNTY OF SAN FRANCISCO,)

On this *15th* day of *JANUARY* 1975, before me personally appeared *E., F. Grady*, to me personally known, who being by me duly sworn, says that he is The Treasurer of ST. LOUIS SOUTHWESTERN 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.

Gene H. Ellinger

Notary Public

[Notarial Seal]

My Commission expires

July 11, 1979



