



St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

E. F. GRADY
TREASURER

D. E. ENRIGHT
ASSISTANT TREASURER

W. T. SHORT
ASSISTANT TREASURER

December 31, 1976

RECORDATION NO. 765-
JAN 4 1977 2 55 PM
I.C.C. UNIT
FEE OPERATION BR.
RECEIVED
JAN 4 2 45 PM '77

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SUBJECT: Second Amendment Agreement dated as of December 1, 1976 to Conditional Sale Agreement dated as of February 1, 1975, Among General Motors Corporation (Electro-Motive Division), Thrall Car Manufacturing Company, PACCAR Inc, Whitehead & Kales Company and St. Louis Southwestern Railway Company, and Agreement and Assignment dated as of February 1, 1975, Among General Motors Corporation (Electro-Motive Division), Thrall Car Manufacturing Company, PACCAR Inc, Whitehead & Kales Company and First Pennsylvania Bank N.A., as Agent.

7004A103
Date JAN 4 1977
Fee \$ 10-
ICC Washington, D. C.

Dear Sir:

There are enclosed for recording, pursuant to the provisions of Section 20c of the Interstate Commerce Act, the original and three (3) counterparts of Second Amendment Agreement dated as of December 1, 1975, between St. Louis Southwestern Railway Company ("Railroad") and First Pennsylvania Bank N.A. ("Assignee"), amending the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of February 1, 1975, together with this Company's check in the sum of \$10 in payment of the required recording fee.

The following documents have been recorded with the Commission under Section 20c in this matter:

Conditional Sale Agreement dated as of February 1, 1975, among General Motors Corporation (Electro-Motive Division), Thrall Car Manufacturing Company, PACCAR Inc and Whitehead & Kales Company and St. Louis Southwestern Railway Company, and Agreement and

Assignment dated as of February 1, 1975, among General Motors Corporation (Electro-Motive Division), Thrall Car Manufacturing Company, PACCAR Inc and Whitehead & Kales Company and First Pennsylvania Bank N.A., Assignee, recorded on March 1, 1975, at 1:15 a.m., and were assigned Recordation Nos. 7855 and 7855-A, respectively; and

Amendment Agreement dated as of December 15, 1975, among St. Louis Southwestern Railway Company, Thrall Car Manufacturing Company and First Pennsylvania Bank N.A., to the Conditional Sale Agreement and Agreement and Assignment dated as of February 1, 1975, recorded on January 27, 1976, at 11:15 a.m., and assigned Recordation No. 7855-B.

In connection with the recording of the enclosed Second Amendment Agreement dated as of December 1, 1976, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Second Amendment Agreement dated as of December 1, 1976 between Southern Pacific Transportation Company and First Pennsylvania Bank N.A., Assignee.

General Description of Equipment Covered by
Second Amendment Agreement:

15 100-ton, 60 ft. flat cars with bulkheads,
lettered SSW and numbered 87936, 87946 and
87960 through 87972, inclusive.

As stated at page 3 of the Second Amendment Agreement, this equipment replaces and supplants certain flat cars, originally subject to said Conditional Sale Agreement and Agreement and Assignment dated as of February 1, 1975, which have been destroyed. Except for the subjection of this equipment, the Conditional Sale Agreement and Agreement and Assignment dated as of February 1, 1975, recorded with the Commission, remains unchanged in all other respects.

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When the recording of the Second Amendment Agreement has been completed, will you kindly return two of the enclosed counterparts of this instrument, with recording data endorsed thereon, to the undersigned.

Very truly yours,


James J. Trabucco
Attorney

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

1/25/77

**James J. Trabucco, Atty.
St. Louis Southwestern RYW. Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105**

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 **1/4/77** at **2:55pm**, and assigned recordation number(s) **7855-C**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

JAN 4 1977 2 15 PM

~~INTERSTATE COMMERCE COMMISSION~~

SECOND
AMENDMENT AGREEMENT

This SECOND AMENDMENT AGREEMENT, dated as of December 1, 1976, by and between St. Louis Southwestern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri (hereinafter called the "Company"), and First Pennsylvania Bank N.A., a national banking association organized and existing under and by virtue of the laws of the United States of America, with a principal office and place of business at Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania, acting as Agent under a Finance Agreement dated as of February 1, 1975 (said Agent, so acting, hereinafter called the "Assignee").

WITNESSETH:

WHEREAS, the Company has heretofore entered into a Conditional Sale Agreement dated as of February 1, 1975 (hereinafter called the "Conditional Sale Agreement") with General Motors Corporation (Electro-Motive Division), Thrall Car Manufacturing Company, PACCAR Inc and Whitehead & Kales Company (hereinafter called, collectively, the "Builders"), pursuant to which the Builders agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of road locomotives, box cars and flat cars, all as described therein; and

WHEREAS, each of said Builders thereafter assigned its respective

rights under the Conditional Sale Agreement and its right, title and interest in and to the Equipment constructed by it thereunder to the Assignee pursuant to an Agreement and Assignment dated as of February 1, 1975 (hereinafter called the "Assignment"), among the Builders and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on March 6, 1975, and assigned Recordation Nos. 7855 and 7855-A, respectively; and

WHEREAS, the Conditional Sale Agreement and the Assignment were amended by the Amendment Agreement dated as of December 15, 1975, among Thrall Car Manufacturing Company, the Assignee, and the Company. Said Amendment Agreement dated as of December 15, 1975 was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, on January 27, 1976, and assigned Recordation No. 7855-B; and

WHEREAS, one (1) road locomotive and one (1) flat car (hereinafter collectively called the "Destroyed Equipment"), comprising a portion of said Equipment, and constructed, respectively, by General Motors Corporation (Electro-Motive Division) and Thrall Car Manufacturing Company, have been destroyed; and

WHEREAS, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), as hereinafter

specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the destroyed Equipment; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to the Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
15	100-ton, 60 ft. flat cars with bulkheads, lettered SSW and numbered 87936, 87946 and 87960 through 87972, inclusive.

The above-described Replacement Equipment is hereby made subject of all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

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

3. The Company will promptly cause this Second Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

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

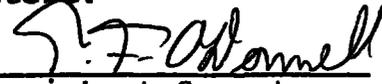
5. This Second Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Second Amendment Agreement is dated for convenience as of December 1, 1976, the actual date or dates of execution hereof by the parties is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment Agreement to be duly executed as of the date first above written.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

By 
Assistant Treasurer

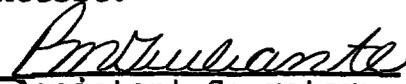
Attest:


Assistant Secretary

FIRST PENNSYLVANIA BANK N.A., as Agent

By 

Attest:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this *6th* day of *December*, 1976, before me personally appeared *D. P. Curran*, to me personally known, who, being by me duly sworn, says that he is a *Asst.* Vice President of FIRST PENNSYLVANIA BANK N.A., 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.

Elizabeth J. Sabedra
Notary Public

(NOTARIAL SEAL)

My Commission expires

ELIZABETH J. SABEDRA

Notary Public, Philadelphia, Philadelphia, Co.

My Commission Expires April 14, 1980

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

On this first day of December, 1976, before me personally appeared D. E. ENRIGHT, to me personally known, who, being by me duly sworn, says that he is the Assistant 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

in and for the State of California
Principal Place of business in the
City and County of San Francisco.

My Commission expires July 11, 1979.

[Notarial Stamp]

