UNION RAILROAD COMPANY

600 GRANT STREET
POST OFFICE BOX 536

PITTSBURGH, PA. 15230

9-149A012
No.
Date MAY 14 1979
Fee $10.
ICC Washington, D. C.

May 9, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECORDATION NO. 8710-B Filed 1425

[3]

MAY 14 1979 -9 22 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
MAY 14 9 15 AM '79
I.C.C.
FEE OPERATION BR.

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

Re: Recordation of Documents

Dear Mr. Homme:

Enclosed herewith for recordation by the Commission pursuant to the provisions of 49 USC §11303 (formerly §20c of the Act) is an original and six executed counterparts of the following agreement:

Letter Amendment dated as of April 11, 1979 between Citibank, N.A. (Investor/Assignee) and Union Railroad Company (Railroad).

The above referenced instrument constitutes an amendment to a Conditional Sale Agreement, dated as of February 1, 1977, between General Motors Corporation and Union Railroad Company which was recorded pursuant to §20c on February 24, 1977 and assigned Recordation No. 8710. Substantially all of General Motors Corporation's rights under the Conditional Sale Agreement were subsequently assigned by it to Citibank, N.A. pursuant to an Agreement and Assignment, dated as of February 1, 1977, which was recorded pursuant to §20c on February 24, 1977 and assigned Recordation No. 8710-A.

The names and addresses of the parties to the Letter Amendment are:

Citibank, N.A.
399 Park Avenue
New York, New York 10043

Union Railroad Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

The equipment covered by the Letter Amendment to the above-referenced Conditional Sale Agreement consists of seven (7) 1500 H.P. Model EMD Locomotives bearing Union Railroad Company Identifying Nos. 27, 28, 29, 30, 31, 32 and 33.

Please return the original and five executed counterparts of the Railroad Equipment Improvement Agreement to:

Michael T. Reilly, Esq.
Union Railroad Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

A check in the amount of $10.00 is enclosed to cover the required recordation fee.

Sincerely,

Michael T. Reilly

Michael T. Reilly
Attorney

MTR/rja

Enclosures

UNION RAILROAD COMPANY
P.O. Box 536
Pittsburgh, Pennsylvania 15230

8710-B

MAY 1 1979

LETTER AMENDMENT

As of April 11, 1979

Citibank, N.A.
399 Park Avenue
New York, New York 10043

RE: Conditional Sale Agreement
Dated as of February 1, 1977

Gentlemen:

We refer to the Conditional Sale Agreement dated as of February 1, 1977 (the "Conditional Sale Agreement") among the undersigned, Union Railroad Company (the "Railroad"), and General Motors Corporation (Electro-Motive Division) (the "Vendor") and Citibank, N.A. (the "Bank") as assignee of certain rights of the Vendor thereunder. Unless otherwise defined herein, the terms defined in the Conditional Sale Agreement shall be used herein as therein defined.

The Railroad has requested a reduction of the interest rate on the Conditional Sale Indebtedness and the Bank has indicated its willingness to agree to such reduction. Accordingly, it is hereby agreed by the Railroad and the Bank as follows:

Section 3.3(b) of the Conditional Sale Agreement is, effective the date first above written, hereby amended in full to read as follows:

"(b) An amount equal to the difference between the Purchase Price of the Equipment and the aggregate amount paid pursuant to sub-paragraph (a) of this Section 3.3 (herein sometimes called the "Conditional Sale Indebtedness"), payable in eight (8) consecutive semiannual installments commencing on the third semiannual anniversary date of the Closing Date, each of such eight (8) installments to be in an amount equal to 12.5% of the aggregate original amount of Conditional Sale Indebtedness, plus interest on the unpaid principal balance thereof outstanding from time to time from the Closing Date through the 60th month thereafter at a

fluctuating rate per annum equal to the Citibank Base Rate. Each change in the fluctuating interest rate hereunder shall take effect simultaneously with the corresponding change in the Citibank Base Rate. Interest on the unpaid amount of Conditional Sale Indebtedness from time to time outstanding and then accrued hereunder shall be payable quarterly commencing on the first quarterly anniversary date of the Closing Date."

On and after the effective date of this letter amendment, each reference in the Conditional Sale Agreement to "this Agreement", "hereunder", "hereof", or words of similar import referring to the Conditional Sale Agreement shall mean the Conditional Sale Agreement as amended by this letter amendment. The Conditional Sale Agreement, as amended by this letter amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

The Railroad agrees to pay on demand all costs and expenses of the Bank in connection with the preparation, reproduction, execution and delivery of this Amendment, including the reasonable fees and out-of-pocket expenses of Messrs. Shearman & Sterling, special counsel for the Bank, with respect thereto. In addition, the Railroad shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery, filing or recording of this Amendment, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes or fees.

If the Bank agrees to the terms and provisions hereof, please evidence its agreement by executing and returning at least two counterparts of this letter amendment to the Railroad. The Railroad will duly file and record this letter amendment with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Railroad represents to the Bank that no other filing or recordation is necessary for the protection of the rights of the Bank, as assignee of the Conditional Sale Agreement, in the United States of America. This letter amendment shall become effective as of the date first above written when the Railroad shall have furnished evidence to the Bank that this

letter amendment has been duly filed and recorded with the Interstate Commerce Commission as herein contemplated.

Very truly yours,

UNION RAILROAD COMPANY

By _____
Vernon W. Kraetsch
Vice President-Finance

(Corporate Seal)

Attest:

_____
Assistant Secretary

Agreed as of the date
first above written:

CITIBANK, N.A.

By _____
Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY)

On this 16 day of April, 1979, before me personally appeared Vernon W. Kraetsch, to me personally known, who being by me duly sworn, says that he is the Vice President-Finance of UNION 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 delegated to him by such corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy M. Tellep
Notary Public

(SEAL)

My Commission Expires: DOROTHY M. TELLEP, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PA.
MY COMMISSION EXPIRES
DECEMBER 18, 1982

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY)

On this __ day of April, 1979, before me personally appeared Samuel F. Hinkle, Jr., to me personally known, who, being by me duly sworn, says that he is a Vice President of CITIBANK, N.A., that said instrument was signed on behalf of said bank by authority delegated to him by said bank, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Dorothy M. Tellep
Notary Public

(SEAL)

My Commission Expires: DOROTHY M. TELLEP, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PA.
MY COMMISSION EXPIRES
DECEMBER 18, 1982