MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET
ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT
MARK M. HENNELLY
SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL
PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR
ROBERT H. STAHLHEBER 622-2014
GENERAL ATTORNEY-COMMERCE
CHARLES P. LIPPERT 622-2021
GENERAL ATTORNEY
ROBERT S. DAVIS 622-2011
RICHARD S. M. EMRICH, III 622,2013
COMMERCE COUNSEL
DONALD E. MOLLOY 622-2016
PAUL E. LITTLETON 622-2017
PAUL J. M. RUTTERER 622-2866
ASSISTANT GENERAL ATTORNEYS

RECORDATION NO. 8744-A Filed & Recorded

APR 21 1978 -3 25 PM

INTERSTATE COMMERCE COMMISSION

April 5, 1978

Re: Missouri Pacific Railroad Company Conditional Sale Agreement dated January 1, 1977, Portec, Inc., Manufacturer, Mercantile Trust Company National Association, Assignee; Originally recorded with ICC on March 11, 1977, at 9:00 a.m. - Recordation No. 8744

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

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. 1116.1(a), et seq., are two executed counterparts of an Amendment Agreement as to the above Conditional Sale Agreement between Missouri Pacific Railroad Company and Mercantile Trust Company National Association, dated as of December 1, 1977. This Amendment Agreement merely changes the amount of the first payment of interest and principal.

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Assignee of CSA: Mercantile Trust Company National Association
8th and Locust Streets
St. Louis, Missouri 63101

Vendee: Missouri Pacific Railroad Company
210 North 13th Street
St. Louis, Missouri 63103

The original Conditional Sale Agreement referred to herein covered two hundred fifty Tri Level Auto Racks, bearing Manufacturer's Serial Nos. 40611-1 through 40611-250, both incl., and was recorded with the Interstate Commerce Commission on the date, and assigned the recordation number, specified in the caption hereof.

8-111A103
No. APR 21 1978
Date
Fee $ 10
ICC Washington, D. C.

RECEIVED
APR 21 3 32 PM '78
CERTIFICATION UNIT

Judy C. Durand
Counterparts

Voucher to cover the $10 recording and filing fee is enclosed herewith.

Upon filing and recording of the enclosed instrument, two counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. J. C. Durand
Missouri Pacific Railroad Company
Suite 1203, 1825 K Street, N.W.
Washington, D.C. 20006
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,

Paul J. M. Rutterer

Paul J. M. Rutterer

PJMR:slb
Encls:
Amendment Agreement (2)
Voucher for $10 rec. fee

Interstate Commerce Commission
Washington, D.C. 20423

4/21/78

OFFICE OF THE SECRETARY

Mrs. J.C. Durand
Missouri Pacific Railroad Company
Suite 1203, 1825 K. Street, N.W.
Washington, D.C. 20006

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 4/21/78 at 3:35pm, and assigned recordation number(s) 8744-A.

Sincerely yours,

H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 8744-A Filed & Recorded

APR 21 1978 -3 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of December 1, 1977, between MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION (hereinafter called "Assignee") and MISSOURI PACIFIC RAILROAD COMPANY (hereinafter called "Railroad");

WHEREAS, Railroad entered into a Conditional Sale Agreement, dated January 1, 1977, with PORTEC, INC., (the "Manufacturer") for the purchase of certain Railroad Equipment described in Schedule A thereto;

WHEREAS, Manufacturer and Assignee entered into an Agreement and Assignment, dated January 1, 1977, whereby Manufacturer sold, assigned and transferred to Assignee all rights, title and interest of the Manufacturer in and to the Equipment delivered and accepted under the said Conditional Sale Agreement and to the said Conditional Sale Agreement itself; and

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement as set out hereafter;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged by assignee, the parties hereto agree that:

A. The third paragraph of Article 3 of the Conditional Sale Agreement is amended by adding new subparagraphs (b) and (c), which read:

"(b) One installment of (1) principal and (2) interest accrued on said principal for the period (i) from July 1, 1977, to, but not in-

cluding, January 1, 1978, for all Equipment which was settled for on a Closing Date prior to July 1, 1977, and (ii) from and including a Closing Date to, but not including, January 1, 1978, for all Equipment settled for on a Closing Date after July 1, 1977; both principal and interest to be payable on January 1, 1978, interest to be at the prime rate.

"(c) Thirteen substantially equal semiannual installments, including both principal and accrued interest at the prime rate, payable on July 1, 1978, and on the first day of each January and July thereafter, to, and including, July 1, 1984; and"

B. The third paragraph of Article 3 of the Conditional Sale Agreement is further amended by deleting the previous subparagraph (b) and by changing the previous subparagraph (c) to subparagraph (d).

C. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect.

The terms used herein shall have the meanings ascribed to such terms in the Conditional Sale Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other

persons, as of the date first above written.

ATTEST:

Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

Senior Vice President

ATTEST:

Secretary

MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION

Vice President

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

On this 9th day of January, 1978, before me appeared M. M. HENNELLY, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of MISSOURI PACIFIC RAILROAD COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that said Officer acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

R. C. Mason
Notary Public

My commission expires: September 28, 1978.

R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires September 28, 1978

This Act performed in the City of St. Louis which adjoins St. Louis County, for which I was commissioned.

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

On this 11th day of January, 1978, before me appeared Stephen R. Tick, to me personally known, who, being by me duly sworn, says that he is Vice President of MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that said Officer acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Beth Caravello
Notary Public

MARY BETH CARAVELLO

My commission expires: AUG 2 5 1981

This Act performed in the City of St. Louis which adjoins St. Louis County, for which I was commissioned.