

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

8-345A066 LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

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JOE C. CRAWFORD
GENERAL SOLICITOR

214-651-6736

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GENERAL ATTORNEY
MICHAEL E. ROPER
COMMERCE COUNSEL

No.
Date DEC 11 1978
Fee \$10.00

ICC Washington, D. C.

RECORDATION NO. 9652-A Filed 1425

IN REPLY REFER TO: 410.043-24A

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

DEC 11 1978 - 2 30 PM

December 8, 1978

INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement dated as of August 18, 1978, between General Motors Corporation (Electro-Motive Division) and Missouri-Kansas-Texas Railroad Company, assigned to First Pennsylvania Bank N.A. covering Purchase of 4 Diesel Electric Locomotives; ICC Recordation No.9652.

Dear Mr. Homme:

In accordance with the provisions of Title 49 USC 11303 of the Interstate Commerce Act and the rules and regulations approved and prescribed by the Interstate Commerce Commission pursuant thereto, there are submitted herewith for filing and recordation five copies of an Amendment to the Conditional Sale Agreement dated as of August 18, 1978, between General Motor's Corporation (Electro-Motive Division) as manufacturer, and Missouri-Kansas-Texas Railroad Company, as purchaser (hereinafter called "Railroad"), which Conditional Sale Agreement was assigned by Agreement and Assignment dated as of August 18, 1978, to First Pennsylvania Bank N.A. (hereinafter called "Bank"). Said Conditional Sale Agreement and Agreement and Assignment covered the purchase by the Railroad of four (4) locomotives bearing MKT Recording Numbers 600, 601, 602, and 603. This Amendment amends the aforesaid agreements to grant to the Railroad permission to use the said locomotives in unit train service on the lines of other railroads within the continental United States.

The aforesaid Conditional Sale Agreement and Agreement and Assignment, along with Consent to Agreement and Assignment of even date, were filed with the ICC on August 22, 1978, and assigned Recordation No. 9652.

Please return three file-marked copies to me at the above address for distribution to the parties concerned. I am enclosing a cashier's check in the amount of \$10 payable to the Interstate Commerce Commission to cover the prescribed fee for filing and recording this Amendment.

I certify that I have knowledge of the matters set forth herein.

Very truly yours,
INTERSTATE COMMERCE COMMISSION

DEC 11 1978
Arthur M. Albin
RECEIVED

AMA:vas
Enclosures

AI
MM

Interstate Commerce Commission

Washington, D.C. 20423

12/12/78

OFFICE OF THE SECRETARY

Arthur H. Albin
Missouri-Kansas-Texas RR.Co.
701 Commerce Street
Dallas, Texas 75202

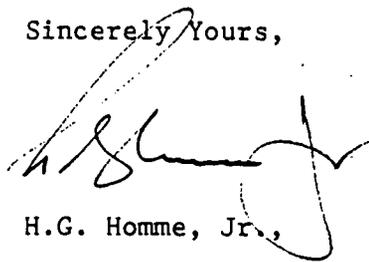
Dear

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) 2:30pm

5352-A

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

AMENDMENT TO CONDITIONAL SALE
AGREEMENT AND AGREEMENT AND ASSIGNMENT
DATED AS OF AUGUST 18, 1978

RECORDATION NO. 9652-A Filed 1425

DEC 11 1978 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT TO CONDITIONAL SALE AGREEMENT AND AGREEMENT AND ASSIGNMENT entered into as of the 17th day of November, 1978, between FIRST PENNSYLVANIA BANK N.A. (hereinafter called the "Bank") and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation (hereinafter called "Railroad");

W I T N E S S E T H that:

WHEREAS, Railroad entered into and executed a Conditional Sale Agreement with General Motors Corporation (Electro-Motive Division) dated as of August 18, 1978, for the purchase of four (4) diesel electric locomotives; and

WHEREAS, said Conditional Sale Agreement was assigned by Agreement and Assignment dated as of August 18, 1978, by General Motors Corporation (Electro-Motive Division), Manufacturer, to First Pennsylvania Bank N.A.; and

WHEREAS, Railroad desires to use one or more of said locomotives in unit train operations traversing other lines of railroad within the United States, and Bank is agreeable to same:

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, it is agreed between them as follows:

I.

Said Conditional Sale Agreement dated as of August 18, 1978, assigned by Agreement and Assignment dated as of August 18, 1978, is hereby amended and supplemented by adding the following provision at the end of Section 13 of said Conditional Sale Agreement, to wit:

In addition, so long as Railroad shall not be in default under the Conditional Sale Agreement or Agreement and Assignment, said locomotives, or any of them, may be operated on the trackage of any other railroad within the boundaries of the continental United States for and in connection with unit train operations or purposes, also subject however to all of the terms and conditions contained in said Conditional Sale Agreement and Agreement and Assignment.

II.

Said Conditional Sale Agreement dated as of August 18, 1978, is further amended by deleting reference to the month of April in subparagraph (b) of Section 4, on line 2 of Page 8, and substituting in lieu thereof the month of February.

III.

Except as amended and supplemented hereby, all other terms and provisions of said Conditional Sale Agreement and Agreement and Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first stated above.

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By *Karl R. Ziebarth*
Vice President

ATTEST:

[Signature]
Assistant Secretary

FIRST PENNSYLVANIA BANK N.A.

By *[Signature]*
Vice President

ATTEST:

John A. Davis
Assistant Secretary

STATE OF TEXAS }
COUNTY OF DALLAS } ss.

On this 17th day of November, 1978, before me personally appeared Karl R. Ziebarth, to me personally known, who, being by me duly sworn, says that he is Vice President of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, that one of the seals affixed to the foregoing 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.

Ruth Murdoch
Notary Public in and for Dallas County,
Texas

My Commission expires 12-31-78.

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } ss.

On this 15th day of December, 1978, before me personally appeared Roger C. Baldwin, to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST PENNSYLVANIA BANK N.A., a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Audrey L. Thompson
Notary Public in and for Philadelphia

AUDREY L. THOMPSON
County, Pennsylvania
Notary Public, Phila., Phila. Co.

My Commission expires ~~My Commission Expires~~ Aug. 10, 1981