



St. Louis Southwestern Railway Company

RECORDATION NO. 10764-A Filed 1425

AUG 31 1979 - 4 22 PM

INTERSTATE COMMERCE COMMISSION

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

August 29, 1979

9-243A044

AUG 31 1979

10.00

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue
Washington, D.C. 20423

Re: ICC Finance Docket No. 29095 --- St. Louis Southwestern Railway Company Equipment Trust, Series I.

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three fully executed counterparts of First Supplement dated as of August 28, 1979, to Equipment Trust Agreement dated as of August 15, 1979, creating St. Louis Southwestern Railway Company Equipment Trust, Series I, together with voucher in the sum of \$10.00 in payment of the recording fee. This First Supplement deletes certain railroad equipment previously subjected to the above-entitled Equipment Trust, and adds certain equipment, all as set forth in the Supplement.

The following document has been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of August 15, 1979, creating St. Louis Southwestern Railway Company Equipment Trust, Series I, recorded on August 24, 1979, at 3:25 PM, and was assigned Recordation No. 10764.

In connection with the recording of the First Supplement dated August 28, 1979, to the Equipment Trust Agreement dated August 15, 1979, 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:

Name and address of Trustee - Lessor:

The First Pennsylvania Bank, N.A.
Fifteenth and Chestnut Streets
Philadelphia, Pennsylvania 19101

FEE OPERATION BR. I.O.C.

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Ms. Agatha L. Mergenovich
August 29, 1979
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Name and address of Lessee - Guarantor:

St. Louis Southwestern Railway Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of Equipment Covered by First Supplement:

107	100-ton, 4,650 cu. ft., covered hopper cars; ACF Industries, Incorporated, builder; lettered SSW and numbered 70393 to 70499, both inclusive.
115	100-ton, 60 ft., flat cars with bulkheads and end-of-car cushioning; Thrall Car Manufacturing Co., builder; lettered SSW and numbered 88285 to 88399, both inclusive.
15	100-ton, 65 ft., tight bottom gondola cars; Greenville Steel Car Company, builder; lettered SSW and numbered 75800 to 75814, both inclusive.
30	3,000-h.p., four-axle, four-motor diesel freight locomotives; General Electric Company, builder; lettered SSW and numbered 7770 to 7799, both inclusive.

When the recording of the First Supplement to Equipment Trust Agreement has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative therewith, and return two of the same to her.

Very truly yours,



Karen Ackerman
Attorney

Enclosures

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
EQUIPMENT TRUST

RECORDATION NO. ^{10764-A}.....Filed 1425

Series I

AUG 31 1979 -4 32 PM

INTERSTATE COMMERCE COMMISSION

FIRST
SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT
dated as of August 28, 1979

First Pennsylvania Bank N.A.

to

St. Louis Southwestern Railway Company

FIRST SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT, dated as of the 28th day of August, 1979, between First Pennsylvania Bank N.A., a national association duly organized and existing under the laws of the United States of America, Trustee, as hereinafter mentioned (hereinafter called the "Trustee"), party of the first part, and St. Louis Southwestern Railway Company, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the "Company"), party of the second part;

WHEREAS, by a certain Equipment Trust Agreement (hereinafter called the "Agreement") bearing date as of August 15, 1979, by and between the Trustee and the Company, there was constituted the "St. Louis Southwestern Railway Company Equipment Trust, Series I", under which the railroad equipment, specifically described in Schedule A thereto, is to be transferred to and title thereto is to be vested in the Trustee, and such railroad equipment is to be leased by the Trustee to the Company;

WHEREAS, the said Agreement provides that in the event that it may be deemed necessary or desirable to procure for the transportation services of the Company, and to include in the said Equipment Trust other railroad equipment in lieu of any of the said railroad equipment specifically described in Schedule A of the Agreement, the Company may cause such other railroad equipment to be transferred to the Trustee and to be substituted under the trust, provided that the aggregate final cost of the railroad equipment subject to said Equipment Trust shall not be less than 125% of the aggregate principal amount of trust certificates issued thereunder;

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with former Section 20c of the Interstate Commerce Act (now 49 U.S.C. §11303) on August 24, 1979, and was assigned recordation number 10764;

WHEREAS, the parties hereto now desire to supplement and amend the Agreement to include in the said Equipment Trust other railroad equipment in lieu of certain railroad equipment presently described in Schedule A of the Agreement, and to cause such other railroad equipment to be transferred to the Trustee and to be substituted under the said Equipment Trust, and then leased by the Trustee to the Company, all as described herein and subject to the terms and conditions hereinafter set forth:

WITNESSETH:

That, in consideration of the foregoing and of the mutual promises of the parties hereto, the parties hereto agree as follows:

1. The agreement is hereby amended to exclude therefrom and there is hereby excluded from said St. Louis Southwestern Railway Company Equipment Trust, Series I, the following units of railroad equipment described therein:

<u>Number of Units</u>	<u>Description</u>
85	100-ton, 65 ft., tight bottom gondola cars; Greenville Steel Car Company, builder; lettered SSW and numbered 75815 through 75899, both inclusive.

2. The following described railroad equipment is hereby substituted and included in, and subjected to, the said St. Louis Southwestern Railway Company Equipment Trust, Series I, and said Agreement:

<u>Number of Units</u>	<u>Description</u>
62	100-ton, 60 ft., flat cars with bulkheads and end-of-car cushioning; Thrall Car Manufacturing Company, builder; lettered SSW and numbered 88285 through 88346, both inclusive.

3. Schedule A to the Agreement is hereby amended to read as follows:

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Cost</u>
107	100-ton, 4,650 cu. ft., covered hopper cars; ACF Industries, Incorporated, builder; lettered SSW and numbered 70393 to 70499, both inclusive.	\$ 4,119,500.00
115	100-ton, 60 ft., flat cars with bulkheads and end-of-car cushioning; Thrall Car Manufacturing Co., builder; lettered SSW and numbered 88285 to 88399, both inclusive.	5,727,000.00
15	100-ton 65 ft., tight bottom gondola cars; Greenville Steel Car Company, builder; lettered SSW and numbered 75800 to 75814, both inclusive.	570,000.00
30	3,000-h.p., four-axle, four-motor diesel freight locomotives; General Electric Company, builder; lettered SSW and numbered 7770 to 7799, both inclusive.	20,430,000.00
<u>Estimated Total Cost</u>		\$30,846,500.00

4. The Trustee does hereby let and lease to the Company for the term of fifteen (15) years from and after August 15, 1979, as the railroad equipment of St. Louis Southwestern Railway Company Equipment Trust, Series I, and subject to all terms and conditions of the Agreement, the said railroad equipment described in paragraph 3 hereinabove.

5. The company promptly will cause this First Supplement to the Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303.

6. Except as amended hereby, the Agreement shall remain unaltered and in full force and effect.

7. This First Supplement to Agreement shall be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.'

FIRST PENNSYLVANIA BANK N.A.,
Trustee

By 

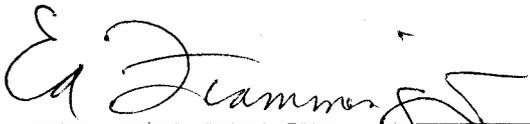
ATTEST:


Assistant Secretary

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

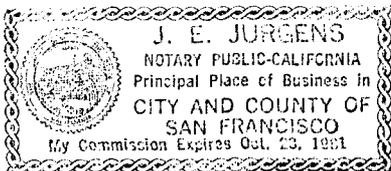
By 
Assistant Treasurer

ATTEST:


Assistant Secretary

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

On this 28th day of August, 1979, before me personally appeared D. E. ENRIGHT, to me personally known, who, being by me duly sworn, says that he is 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.





Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this *30th* day of August, 1979 before me personally appeared *D. P. Dorman* to me personally known, who, being to me duly sworn, says that he is *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.

Edith E. Bosworth

Notary Public

EDITH E. BOSWORTH, NOTARY PUBLIC
Philadelphia, Philadelphia County, Pa.
My Commission Expires Oct. 23, 1982

I am not an officer or director
of the above corporation.

8/31/79

Interstate Commerce Commission
Washington, D.C. 20423

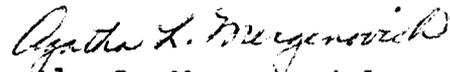
OFFICE OF THE SECRETARY

Karen Ackerman
St Louis Southwestern Railway Company
Southern Pacific Building One Market Plaza
San Francisco, California 94105

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/31/79 at 4:30pm , and assigned re-
recording number(s). 10764-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)