

**St. Louis-San Francisco Railway Company**

906 Olive Street - St. Louis, Missouri 63101 - (314) 241-7800

Donald E. Engle  
Vice President and General Counsel

RECORDATION NO. 7504-A Filed & Recorded September 16, 1976

SEP 29 1976 2 45 PM 86832-C (87)

8-20-1976  
Date SEP-20  
Fee \$ 10-  
Washington, D.

**INTERSTATE COMMERCE COMMISSION**

Supplemental Agreement dated as of September 15, 1976, between The Boatmen's National Bank of St. Louis, Assignee, and St. Louis - San Francisco Railway Company supplementing Conditional Sale Agreement (No. 87) dated as of April 1, 1974, between General Electric Company and St. Louis - San Francisco Railway Company

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

Dear Sir:

Pursuant to Section 20c of the Interstate Commerce Act and to the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation the above-named Supplemental Agreement to Conditional Sale Agreement (No. 87) dated as of April 1, 1974.

Set out below are the names and addresses of the parties to the transaction:

Assignee: The Boatmen's National Bank of St. Louis,  
Assignee under Agreement and Assignment,  
dated as of April 1, 1974, between  
General Electric Company and The  
Boatmen's National Bank of St. Louis,  
as Agent  
300 North Broadway  
St. Louis, Missouri 63102

Purchaser: St. Louis - San Francisco Railway Company  
906 Olive Street  
St. Louis, Missouri 63101

RECEIVED  
SEP 20 12 40 PM '76  
I.C.C.  
FEE OPERATION BR.

*James H. Crumpler*  
*Director*

September 16, 1976

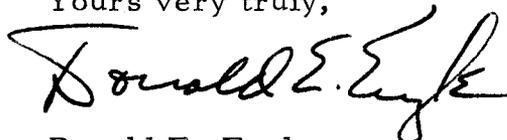
Conditional Sale Agreement (No. 87) and the related Agreement and Assignment were filed as one document and recorded with the Interstate Commerce Commission at 3:35 p.m. on May 7, 1974, and assigned Recordation No. 7504.

The equipment covered by the Supplemental Agreement dated as of September 15, 1976, to Conditional Sale Agreement (No. 87) consists of five 100-ton Coil Steel Gondola Cars, bearing Purchaser's Road Nos. SL-SF 69075-69079, both inclusive, being purchased from United States Railway Equipment Company.

Also enclosed is this Company's check in the amount of \$10.00, payable to the Interstate Commerce Commission, representing the recordation fee required by 49 CFR 1116.3.

Please stamp all counterparts of the enclosed document with your official recording stamp. You may wish to retain two copies for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Yours very truly,



Donald E. Engle

Enclosures

cc: Mr. Allen H. Harrison  
Wilmer, Cutler & Pickering  
1666 K Street, N.W.  
Washington, DC 20006

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/20/76

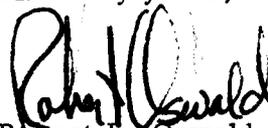
**OFFICE OF THE SECRETARY**

Donald E. Engle  
St. Louis-San Francisco RYW. Co.  
906 Olive Street  
St. Louis, Missouri 63101

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 9/20/76 at 12:45pm , and assigned recordation number(s) 7504-A

Sincerely yours,



Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

RECORDATION NO. 7574-A Filed & Recorded  
SEP 20 1976 - 12 45 PM  
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

Dated as of September 15, 1976

between

THE BOATMEN'S NATIONAL BANK  
OF ST. LOUIS, ASSIGNEE

and

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

supplementing

CONDITIONAL SALE AGREEMENT (No. 87)

Dated as of April 1, 1974

between

GENERAL ELECTRIC COMPANY

and

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

---

SUPPLEMENTAL AGREEMENT dated as of September 15, 1976, between THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, (hereinafter called the Assignee), a national banking association organized and existing under the laws of the United States of America, Assignee, party of the first part, and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the Railroad), party of the second part:

WHEREAS, by Conditional Sale Agreement dated as of April 1, 1974, (hereinafter called the Conditional Sale Agreement), between General Electric Company (hereinafter called Builder) and the Railroad, there was transferred to the Railroad certain railroad equipment (hereinafter called the Equipment), the full legal title remaining vested in the Builder; and

WHEREAS, by an Agreement and Assignment dated as of April 1, 1974, (hereinafter called the Assignment), between the Builder and the Assignee, all the right, title and interest of the Builder in and to the Equipment and the Conditional Sale Agreement, and the rights, powers, privileges and remedies thereunder, were assigned, transferred and set over to the Assignee as agent for several investors under an

Agreement dated as of April 1, 1974; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to the provisions of Section 20c of the Interstate Commerce Act on May 7, 1974, assigned Recordation Number 7504; and

WHEREAS, the Railroad pursuant to Article 8 of the Conditional Sale Agreement has heretofore paid over to the Assignee an amount in cash equal to the then value (as defined in the Conditional Sale Agreement) of certain units of the Equipment specifically described in the Conditional Sale Agreement which have become worn out, lost, destroyed or irreparably damaged; and

WHEREAS, pursuant to the provisions of Article 8 of the Conditional Sale Agreement, there has been filed with the Assignee the Railroad's written direction that a portion of the cash paid to the Assignee as aforesaid be applied to or toward the cost of the kind and number of units of new standard gauge railroad equipment, other than work or passenger equipment; described in Exhibit A hereto attached (hereinafter called New Equipment); and

WHEREAS, the Railroad has delivered to the Assignee the certification and the opinion of counsel required by the provisions of Article 8 of the Conditional Sale Agreement.

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT

WITNESSETH:

The New Equipment, title to which shall be vested in the Assignee by reason of a Bill of Sale from United States Railway Equipment Company, the builder and vendor thereof, to the Assignee, shall be deemed part of the Equipment, subject to all the terms and conditions of the Conditional Sale Agreement in all respects as though it had been part of the original Equipment included thereunder.

This Supplemental Agreement may 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 Assignee, acting in accordance with the terms and conditions of the Conditional Sale Agreement, and the Railroad, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

THE BOATMEN'S NATIONAL BANK OF ST. LOUIS  
Assignee, as aforesaid

By Marvin A. Mueller  
Vice President

ATTEST:

G. Rolland Hyle  
G. Rolland Hyle, Asst. Trust Officer

ST. LOUIS-SAN FRANCISCO RAILWAY COMPAN

By Donald E. Ely  
Vice President

ATTEST:

A. J. Hume  
Asst. Secretary

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

On this 16th day of SEPTEMBER, 1976, before me personally appeared MARVIN A. MUELLER, to me personally known, who, being by me duly sworn, says that he is a Vice President of The Boatmen's National Bank of St. Louis; that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Rose Morris  
Notary Public **ROSE MORRIS**

My Commission expires:

JUL 30 1979

This is to certify that this act was performed in the City of St. Louis which adjoins St. Louis County, within and for which I have been commissioned.



EXHIBIT A

<u>No. of Units</u>	<u>Railroad's Nos.</u>	<u>Description</u>	<u>Estimated Cost Per Unit</u>	<u>Estimated Total Cost</u>
5	SL-SF 69075- 69079, both inclusive	100 Ton Coil Steel Gondola Cars	\$33,500	\$167,500