

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

Executed in 9 counterparts of
which this is counterpart No. 8

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of October 15, 1974 between THRALL CAR MANUFACTURING COMPANY, a Delaware corporation ("Manufacturer") and MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation ("Railroad").

W I T N E S S E T H:

WHEREAS, the Manufacturer and the Railroad have heretofore executed and delivered that certain Conditional Sale Agreement dated as of October 1, 1974 (the "Conditional Sale Agreement") providing for the sale thereunder by the Manufacturer to the Railroad of certain railroad equipment more fully described in Schedule A attached to the Conditional Sale Agreement (the "Equipment"); and

WHEREAS, the said Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on October 16, 1974 and has been assigned recordation No. 7670; and

WHEREAS, the Manufacturer and the Railroad desire to amend the Conditional Sale Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturer and the Railroad hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. Section 9.1 of the Conditional Sale Agreement shall be and the same is hereby amended so as to read in its entirety as follows:

"9.1. The Railroad, so long as it shall not be in default under this Agreement, shall be entitled, from and after delivery of the Equipment by the Manufacturer to the Railroad, to the possession of the Equipment and the use thereof upon the lines of railroad owned or operated by it either alone or jointly with another and whether under lease or otherwise, or upon the lines of railroad owned or operated by any railroad company controlled by or controlling the Railroad, or over which it has trackage rights, and the Equipment may be used also upon connecting

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and other railroads in the usual interchange of traffic, from and after delivery of the Equipment by the Manufacturer to the Railroad, provided however that such use shall be subject to all the terms and conditions of this Agreement and that the Railroad shall not assign or permit the assignment of any Item of Equipment to service involving the regular operation and maintenance thereof outside the United States of America."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested all as of the date first above written.

THRALL CAR MANUFACTURING COMPANY

By *James D. Bull*
Its VICE PRESIDENT


(Corporate Seal)

Attest:

M. C. ...
Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By *M. M. Henneley*
Its Vice President

(Corporate Seal)

Attest:

A. B. ...
Assistant Secretary

Consented to this 25TH day of OCTOBER, 1974.

CHEMICAL BANK, Assignee of the
Manufacturer pursuant to the
certain Agreement and Assignment
dated as of October 1, 1974

By *L. J. Honey*
Its TRUST OFFICER

(Corporate Seal)

Attest:

C. G. Martin

Assistant Secretary.

