

St. Louis-San Francisco Railway Company

906 Olive Street - St. Louis, Missouri 63101 - (314) 342-8457

Donald E. Engle
Vice President-Law
and Secretary

RECORDATION NO. 7781-A Filed 1425

JUL 2 1980 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

July 1, 1980

86979-C

This is 7781-A

Mrs. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Supplemental Agreement dated as of June 25, 1980 between The Boatmen's National Bank of St. Louis, Assignee, and St. Louis-San Francisco Railway Company to Conditional Sale Agreement, dated as of January 1, 1975, among ACF Industries, Incorporated; General Motors Corporation (Electro-Motive Division); Pullman Incorporated (Pullman-Standard division); General Electric Company; DIFCO Incorporated and St. Louis-San Francisco Ry. Co.

Dear Mrs. Mergenovich:

Pursuant to 49 U.S.C. §11303 and to the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation the above-referenced Supplemental Agreement to Conditional Sale Agreement, dated as of January 1, 1975.

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

Comptroller Edward J. Soler

Assignee : The Boatmen's National Bank of
St. Louis, Assignee under Agree-
ment and Assignment dated as of
January 1, 1975, among ACF Indus-
tries, Incorporated; General
Motors Corporation (Electro-Motive
Division); Pullman Incorporated
(Pullman-Standard division);
General Electric Company; DIFCO
Incorporated and The Boatmen's
National Bank of St. Louis, as
Agent
100 North Broadway
St. Louis, Missouri 63102

Mrs. Agatha L. Mergenovich, Sec'y
Interstate Commerce Commission

July 1, 1980
Page Two

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

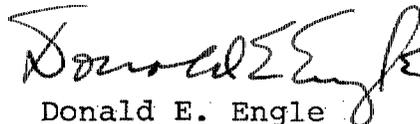
The Conditional Sale Agreement and the Agreement and Assignment both dated as of January 1, 1975 were filed as one document and recorded with the Interstate Commerce Commission on January 24, 1975, at 9:30 a.m., and assigned Recordation No. 7781.

The equipment covered by the Supplemental Agreement, dated as of June 25, 1980, to Conditional Sale Agreement dated as of January 1, 1975 consists of two gondola cars, 77-ton capacity with air operated side dump feature, bearing Road Nos. SLSF 103047 and SLSF 103048, being purchased from DIFCO, Inc., Findlay, Ohio.

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 C.F.R. 1116.3.

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

Very truly yours,



Donald E. Engle

DEE:cg

Enclosures

cc: Mr. Hugh R. H. Smith
Wilmer & Pickering
1666 K Street, N.W.
Washington, DC 20006

7781-A

RECORDATION NO. 7781-A Filed 1425

JUL 2 1980-2 50 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

Dated as of June 25, 1980

b e t w e e n

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

a n d

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

Supplementing

CONDITIONAL SALE AGREEMENT
Dated as of January 1, 1975

a m o n g

ACF INDUSTRIES, INCORPORATED,
GENERAL MOTORS CORPORATION (Electro-Motive Division),
PULLMAN INCORPORATED (Pullman-Standard division),
GENERAL ELECTRIC COMPANY,
DIFCO INCORPORATED

a n d

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

SUPPLEMENTAL AGREEMENT, dated as of June 25, 1980, 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 January 1, 1975 (hereinafter called the Conditional Sale Agreement), among ACF Industries, Incorporated; General Motors Corporation (Electro-Motive Division); Pullman Incorporated (Pullman-Standard division); General Electric Company; DIFCO, Incorporated (hereinafter called the Builders) and the Railroad, there was transferred to the Railroad certain railroad equipment (hereinafter called the Equipment), the full legal title remaining vested in the Builders; and

WHEREAS, by an Agreement and Assignment dated as of January 1, 1975 (hereinafter called the Assignment), between the Builders and the Assignee, all of the right, title, and

interest of the Builders 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 January 1, 1975; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded as one document with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on January 24, 1975, at 9:30 A.M., and assigned Recordation Number 7781; 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 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 DIFCO, Inc., 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.

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

On this 25th day of June, 1980,
before me personally appeared Donald E. Engle, to me personally
known, who, being by me duly sworn, says that he is a Vice
President of St. Louis-San Francisco Railway Company; that one
of the seals affixed to the foregoing instrument is the corpo-
rate 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 he acknowledged that the execu-
tion of the foregoing instrument was the free act and deed of
said corporation.

James J. Hanks
Notary Public

My commission expires:

June 30, 1980

EXHIBIT A

<u>No. of Units</u>	<u>Railroad's Nos.</u>	<u>Description</u>	<u>Estimated Cost Per Unit</u>	<u>Total Estimated Cost</u>
2	SLSF 103047 SLSF 103048	Gondola Cars, 77-ton capacity with air operated side dump feature	\$ 59,500.00	\$119,000.00