

RECORDATION NO. 5957-9 Filed 1425

FEB 26 1980 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

0-057A019

St. Louis-San Francisco Railway Company
906 Olive Street - St. Louis, Missouri 63101 - (314) 342-8457

Donald E. Engle
Vice President-Law
and Secretary

February 25, 1980

85660-C (73)

FEB 26 1980
Date
Fee \$ 10.00

ICC Washington, D. C.

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

Re: Supplemental Agreement dated as of February 20, 1980
between The Boatmen's National Bank of St. Louis,
Assignee, and St. Louis-San Francisco Railway Company
to Conditional Sale Agreement (No. 73), dated as of
March 1, 1971, between Pullman Incorporated (Pullman-
Standard division) 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 Agree-
ment to Conditional Sale Agreement (No. 73), dated as of March 1,
1971.

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 March 1,
1971, between Pullman Incorporated
(Pullman-Standard division) and
The Boatmen's National Bank of
St. Louis, as Agent
100 North Broadway
St. Louis, Missouri 63102

Builder
& Vendor : St. Louis-San Francisco Railway Company
906 Olive Street
St. Louis, Missouri 63101

Conditional Sale Agreement (No. 73) was filed and recorded
with the Interstate Commerce Commission on February 24, 1971, at
4:15 p.m., assigned Recordation No. 5957, and was amended by Amend-
ment Agreement dated as of March 1, 1971, filed and recorded on
June 17, 1971, at 9:35 a.m., and assigned Recordation No. 5957-A.
The Agreement and Assignment dated as of March 1, 1971, was filed

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

Feb. 25, 1980
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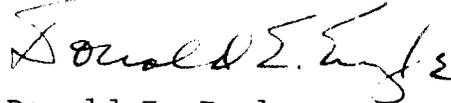
and recorded with the Commission simultaneously with the Amendment and assigned Recordation No. 5957-B. The Conditional Sale Agreement was last supplemented by Supplemental Agreement dated as of January 23, 1975, filed and recorded on February 6, 1975, at 10:35 a.m., and assigned Recordation No. 5957-C.

The equipment covered by the Supplemental Agreement, dated as of February 20, 1980, to Conditional Sale Agreement (No. 73) consists of two Pool-Type Bay Window Cabooses, bearing Road Nos. SLSF 1734 and SLSF 1735, being built in this Company's shops at Springfield, Missouri.

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

Enclosures

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

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

Dated as of February 20, 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 (No. 73)

Dated as of March 1, 1971

b e t w e e n

PULLMAN INCORPORATED
(PULLMAN-STANDARD DIVISION)

a n d

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

SUPPLEMENTAL AGREEMENT, dated as of February 20, 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 March 1, 1971 (hereinafter called the Conditional Sale Agreement), between Pullman Incorporated (Pullman-Standard division) (hereinafter called the 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 March 1, 1967 (hereinafter called the Assignment), between the Builder and the Assignee, all of the right, title, and interest of the Builder in and to the Equipment and the Condi-

tional 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 March 1, 1971; and

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on February 24, 1971, at 4:15 P.M.; assigned Recordation Number 5957; and was amended by Amendment Agreement dated as of March 1, 1971, filed and recorded on June 17, 1971, at 9:35 A.M., and assigned Recordation Number 5957-A. The Assignment was filed and recorded with the Interstate Commerce Commission on June 17, 1971, at 9:35 A.M., and assigned Recordation Number 5957-B. The Conditional Sale Agreement was last supplemented by Supplemental Agreement dated as of January 23, 1975, filed and recorded on February 6, 1975, at 10:35 A.M., and assigned Recordation No. 5957-C; 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 the Railroad, 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 Agree-

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.

Michele May
Michele May Notary Public

My commission expires:

My Commission Expires March 14, 1983

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

On this 19th day of February, 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 corporate 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 execution of the foregoing instrument was the free act and deed of said corporation.

James J. Hawks
Notary Public

My commission expires:

June 30, 1980

EXHIBIT A

<u>No. of Units</u>	<u>Railroad's Nos.</u>	<u>Description</u>	<u>Cost Per Unit</u>	<u>Total Cost</u>
2	SLSF 1734 1735	Pool Type Bay Window Caboose	\$ 46,957.00	\$ 93,914.00