

RECORDATION NO. *6346-B* 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 (No. 78)

Dated as of October 1, 1971

b e t w e e n

ACF INDUSTRIES, INCORPORATED

a n d

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

St. Louis-San Francisco Railway Company

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

Donald E. Engle
Vice President-Law
and Secretary

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85856-C (78)

INTERSTATE COMMERCE COMMISSION

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

This is 6346-B

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 (No. 78), dated as of October 1, 1971, between ACF Industries, Incorporated and St. Louis-San Francisco Ry. Co.

Dear Mrs. Mergenovich:

(1) Don Engle

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 (No. 78), dated as of October 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 October 1, 1971, between ACF Industries, Incorporated and The Boatmen's National Bank of St. Louis, as Agent

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

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

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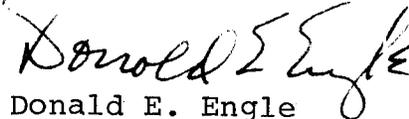
Conditional Sale Agreement (No. 78) was filed and recorded with the Interstate Commerce Commission on October 12, 1971, at 10:10 a.m., assigned Recordation No. 6346. The related Agreement and Assignment, dated as of October 1, 1971, was filed and recorded with the Commission on November 1, 1971, at 10:10 a.m., and assigned Recordation No. 6346-A.

The equipment covered by the Supplemental Agreement, dated as of June 25, 1980, to Conditional Sale Agreement (No. 78) consists of three gondola cars, 77-ton capacity with air operated side dump feature, bearing Road Nos. SLSF 103042-SLSF 103044, both inclusive, 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

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 (No. 78) dated as of October 1, 1971 (hereinafter called the Conditional Sale Agreement), between ACF Industries, Incorporated (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 October 1, 1971 (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 October 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 October 12, 1971, at 10:10 A.M., assigned Recordation Number 6346. The related Agreement and Assignment, dated as of October 1, 1971, was filed and recorded with the Interstate Commerce Commission on November 1, 1971, at 10:10 A.M., and assigned Recordation No. 6346-A; 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.

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

ATTEST:

By *[Signature]*
Vice President

R. Brown

ST. LOUIS-SAN FRANCISCO
RAILWAY COMPANY

ATTEST:

By *Ronald E. Engle*
Vice President

[Signature]
Assistant Secretary

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

On this 27th day of JUNE, 1980,
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.

[Signature]
Notary Public

My commission expires:

JAMES R. CLEMENT, Notary Public
STATE OF MISSOURI, ST. LOUIS COUNTY
MY COMMISSION EXPIRES MARCH 23, 1982

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>
3	SLSF 103042 SLSF 103043 SLSF 103044	Gondola Cars, 77-ton capacity with air operated side dump feature	\$ 59,500.00	\$178,500.00