

---

---

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF FEBRUARY 1, 1975

REGISTRATION NO. *7855-M* FILED 1450

AUG 18 1987 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

\*\*\*\*\*

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 15, 1987

\*\*\*\*\*

FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

---

---

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the fifteenth day of July, 1987, by FIRST  
PENNSYLVANIA BANK, N.A., a corporation duly organized and  
existing under the laws of the Commonwealth of Pennsylvania,  
Assignee under the Conditional Sale Agreement hereinafter  
mentioned (hereinafter called the "Assignee"), to ST. LOUIS  
SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized  
and existing under the laws of the State of Missouri (herein-  
after called the "Company").

WHEREAS, by a certain Conditional Sale Agreement,  
bearing date as of February 1, 1975, by and between General  
Motors Corporation (Electro-Motive Division), a corporation  
organized and existing under the laws of the State of  
Delaware (hereinafter called the "Builder"), and the Company,  
pursuant to which Builder agreed to build, sell and deliver  
to the Company, and the Company agreed to purchase certain  
railroad equipment (hereinafter called the "Equipment"),  
consisting of locomotives, all as described in the Conditional  
Sale Agreement (hereinafter called the "Conditional Sale  
Agreement"); and

WHEREAS, the Builder thereafter assigned its rights  
under the Conditional Sale Agreement and its right, title  
and interest to the Equipment to the Assignee pursuant to an  
Agreement and Assignment dated as of February 1, 1975  
(hereinafter called the "Assignment"), between the Builder  
and the Assignee; and

WHEREAS, a certain locomotive comprising said Equipment (hereinafter called "Unsuitable Equipment") has become unsuitable for use by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the First Supplemental Agreement dated as of July 15, 1987 ("First Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SSW and numbered 9397.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the First Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Unsuitable Equipment.

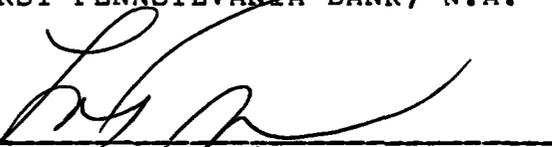
TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 31<sup>ST</sup> day of July, 1987.

FIRST PENNSYLVANIA BANK, N.A.

By   
Assistant Vice President

ATTEST:

  
Assistant Secretary

