



St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

March 6, 1989

RECORDATION NO 7855-5 FILED 1425

9-068A018

MAR 9 1989 -11 05 AM

RECORDATION NO 7855-T FILED 1425

VIA FEDERAL EXPRESS

INTERSTATE COMMERCE COMMISSION

MAR 9 1989 -11 05 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, NW
Washington, D.C. 20423

Re: Agreement of Conditional Sale dated as of February 1, 1975, among St. Louis Southwestern Railway Company, First Pennsylvania Bank, N.A., as Assignee, and General Motors Corporation (Electro-Motive Division).

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Fourth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of February 24, 1989, between St. Louis Southwestern Railway Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of February 1, 1975, together with a voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of February 1, 1975, between General Motors Corporation, Thrall Car Manufacturing Company, PACCAR, Inc., Whitehead & Kales Company, First Pennsylvania Bank, N.A., and St. Louis Southwestern Railway Company, recorded on March 6, 1975, at 1:15 PM, and assigned Recordation No. 7855;

Agreement and Assignment to Agreement of Conditional Sale dated as of February 1, 1975, recorded on March 6, 1975, at 1:15 PM, and assigned Recordation No. 7855-A;

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Amendment Agreement dated December 15, 1975, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on January 27, 1976, at 11:15 AM, assigned Recordation No. 7855-B;

Second Amendment Agreement dated as of December 1, 1976, between General Motors Corporation, Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on January 4, 1977, at 2:55 PM, assigned Recordation No. 7855-C;

First Supplemental Agreement dated September 30, 1981, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on September 29, 1981, at 2:00 PM, assigned Recordation No. 7855-D;

First Supplemental Agreement dated September 30, 1981, between PACCAR, Inc. and St. Louis Southwestern Railway Company, recorded on September 29, 1981, at 2:00 PM, assigned Recordation No. 7855-E;

Second Supplemental Agreement dated as of November 15, 1985, between PACCAR, Inc. and St. Louis Southwestern Railway Company, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7855-F;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7855-G;

Second Supplemental Agreement dated as of November 15, 1985, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7855-H;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7855-I;

Third Supplemental Agreement dated as of June 15, 1987, between Thrall Car Manufacturing Company and St. Louis Southwestern Railway Company, recorded on

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July 21, 1987, at 1:25 PM, assigned Recordation No. 7855-J;

Assignment and Transfer of Certain Road Equipment dated as of June 15, 1987, recorded on July 21, 1987, at 1:25 PM, assigned Recordation No. 7855-K;

First Supplemental Agreement dated as of July 15, 1987, between General Motors Corporation (Electro-Motive Division), and St. Louis Southwestern Railway Company, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 7855-L;

Assignment and Transfer of Certain Road Equipment dated as of July 15, 1987, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 7855-M;

Second Supplemental Agreement dated as of February 1, 1988, among General Motors Corporation (Electro-Motive Division), PACCAR, Inc., and St. Louis Southwestern Railway Company, recorded on February 22, 1988, at 3:00 PM, assigned Recordation No. 7855-N;

Assignment and Transfer of Certain Road Equipment dated as of February 1, 1988, recorded on February 22, 1988, at 3:00 PM, assigned Recordation No. 7855-O;

Assignment and Transfer of Certain Road Equipment dated as of February 1, 1988, recorded on February 22, 1988, at 3:00 PM, assigned Recordation No. 7855-P;

Third Supplemental Agreement dated as of October 1, 1988, between General Motors Corporation (Electro-Motive Division) and St. Louis Southwestern Railway Company, recorded on October 21, 1988, at 2:35 PM, assigned Recordation No. 7855-Q; and

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1988, recorded on October 21, 1988, at 2:35 PM, assigned Recordation No. 7855-R.

In connection with the recording of the enclosed Fourth Supplemental Agreement and Assignment and Transfer,

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each dated as of February 24, 1989, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Fourth Supplemental Agreement dated as of February 24, 1989, between St. Louis Southwestern Railway Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment
Covered By Fourth Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
39	70-ton Box Cars; PACCAR, Inc., builder; lettered SSW and numbered 57525, 57526, 57535, 57542, 57545, 57549, 57552, 57553, 57554, 57563, 57564 (GRIP date - January 1978), 57568, 57569, 57570, 57574, 57584, 57588, 57590, 57592, 57593, 57596, 57597, 57598, 57599, 57600, 57601, 57603, 57604, 57608, 57609, 57610, 57614, 57615 (GRIP date - February 1978) and 57617, 57619, 57620, 57621, 57634 and 57637 (GRIP date - March 1978).

Assignment and Transfer of Certain Road Equipment dated as of February 24, 1989, among St. Louis Southwestern Railway Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and General Motors Corporation (Electro-Motive Division), Builder.

General Description of Equipment Released By
Assignment and Transfer of Road Equipment

<u>Number Of Units</u>	<u>Description</u>
3	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SSW and numbered 9382, 9390 and 9394.
3	70-ton Box Cars; PACCAR, Inc., builder; lettered SSW and numbered 57104, 57126 and 57127.

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When the recording of the Fourth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts, and return the remainder of the same to the undersigned.

Very truly yours,



Louis P. Warchot
Attorney for St. Louis
Southwestern Railway Company

Enclosures

cc: Mr. E. L. Johnson
(Attn.: Mr. C. D. Tyler)

LY/bjm

MAR 9 1989 -11 05 AM

INTERSTATE COMMERCE COMMISSION

FOURTH

SUPPLEMENTAL AGREEMENT

THIS FOURTH SUPPLEMENTAL AGREEMENT, dated as of February 24, 1989, by and between St. Louis Southwestern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri (hereinafter called the "Company"); and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania (said Bank hereinafter called the "Assignee"), with a principal office and place of business at 30 South 30th Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of February, 1975.

WITNESSETH

WHEREAS, General Motors Corporation (Electro-Motive Division), a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and St. Louis Southwestern Railway Company have entered into a Conditional Sale Agreement dated as of February 1, 1975 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of locomotives and box cars, all as described therein; 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 "Assignment") between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on March, 6, 1975, and assigned Recordation No. 7855; and

WHEREAS, certain locomotives and box cars (hereinafter called "Unsuitable Equipment") comprising said Equipment have become unsuitable for use, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Unsuitable Equipment; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
39	70-ton Box Cars; PACCAR, Inc., builder; lettered SSW and numbered 57525, 57526, 57535, 57542, 57545, 57549, 57552, 57553, 57554, 57563, 57564, (GRIP date - January 1978), 57568, 57569, 57570, 57574, 57584, 57588, 57590, 57592, 57593, 57596, 57597, 57598, 57599, 57600, 57601, 57603, 57604, 57608, 57609, 57610, 57614, 57615, (GRIP date - February 1978) and 57617, 57619, 57620, 57621, 57634 and 57637 (GRIP date - March 1978).

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Fourth Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. The Fourth Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed

to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Fourth Supplemental Agreement is dated for convenience as of February 24, 1989, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

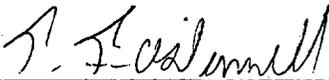
IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Agreement to be duly executed as of the date first above written.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

BY


Treasurer

Attest:



Secretary

FIRST PENNSYLVANIA BANK, N.A.,
as Assignee

BY



Corporate Trust Officer

Attest:



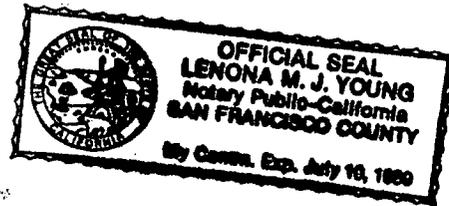
Assistant Secretary

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO) ss.

On this 24th day of February, 1989, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of ST. LOUIS SOUTHWESTERN 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.

Lenona M. J. Young

Notary Public



COMMONWEALTH OF PENNSYLVANIA)
)
CITY AND COUNTY OF PHILADELPHIA)

ss.

On this 3rd day of March, 1989, before me personally appeared GEORGE J. RAYZIS, to me personally known, who being by me duly sworn, says that he is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; 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.

Lynne N. McCorry

Notary Public

NOTARIAL SEAL
LYNNE N. MCCORRY, Notary Public
City of Philadelphia, Phlla. County
My Commission Expires July 2, 1990