St. Louis Southwestern Railway Company

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

June 17, 1986

RECORDATION NO. 7077-K Filed 1425

20.00

6/24/86

VIA CERTIFIED MAIL

JUN 24 1986 -10 15 PM

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

RECORDATION NO. 7077-K Filed 1425

JUN 24 1986 -10 15 PM

INTERSTATE COMMERCE COMMISSION

RE: I.C.C. Finance Docket No. 27387 --
St. Louis Southwestern Railway Company
Equipment Trust Agreement, Series B

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Tenth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of May 30, 1986, to Equipment Trust Agreement dated as of June 1, 1973, creating St. Louis Southwestern Railway Company Equipment Trust, Series B, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of June 1, 1973, recorded on June 22, 1973, at 3:00 PM, assigned Recordation No. 7077;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 7077-A;

Second Supplement to Equipment Trust Agreement dated as of June 2, 1980, recorded on August 22, 1980, at 2:40 PM, assigned Recordation No. 7077-B;

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 11, 1982, at 10:50 AM, assigned Recordation No. 7077-C;

Fourth Supplement to Equipment Trust Agreement dated as of August 31, 1982, recorded on

September 2, 1982, at 12:45 PM, assigned Recordation No. 7077-D;

Fifth Supplement to Equipment Trust Agreement dated as of October 31, 1982, recorded on November 10, 1982, at 3:10 PM, assigned Recordation No. 7077-E;

Sixth Supplement to Equipment Trust Agreement dated as of November 1, 1982, recorded on November 16, 1982, at 10:40 AM, assigned Recordation No. 7077-F;

Assignment and Transfer of Certain Road Equipment dated as of August 31, 1982, recorded on January 4, 1983, at 11:00 AM, assigned Recordation No. 7077-G;

Seventh Supplement to Equipment Trust Agreement dated as of October 10, 1983, recorded on October 24, 1983, at 3:15 PM, assigned Recordation No. 7077-H;

Eighth Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 7077-I; and

Ninth Supplement to Equipment Trust Agreement dated as of July 22, 1985, recorded on September 4, 1985, at 11:05 AM, assigned Recordation No. 7077-J.

In connection with the recording of the Tenth Supplement and Assignment and Transfer, each dated as of May 30, 1986, to the Equipment Trust Agreement dated as of June 1, 1973, 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:

<u>Name and Address of Trustee - Lessor</u>:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of the Equipment Covered by the Tenth Supplement:

Number of Units	Description
15	Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 66872 - 66879 and 66881 - 66887.

General Description of the Equipment Covered by the Assignment and Transfer of Certain Road Equipment:

Number of Units	Description
11	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 63461, 63467, 63515, 63635, 66552, 66571, 66594, 66595, 66681, 66777, and 66798.
3	70-ton Box Cars; FMC Corporation (formerly Gunderson Bros.), builder; lettered SSW and numbered 66384, 66390, and 66449.

When the recording of the Tenth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof and return four (4) each of the same to the undersigned.

Very truly yours,

Lenona Young

Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. F. Grady
(Attn: Mr. C. D. Tyler)

RECORDATION NO. 7077-L Filed 1425

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INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

EQUIPMENT TRUST

SERIES NO. B

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 30, 1986

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the 30th day of May, 1986, by FIRST PENNSYLVANIA BANK, N.A., formerly known as The First Pennsylvania Banking and Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee under the Equipment Trust Agreement hereinafter mentioned (hereinafter called the "Trustee"), to ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of June 1, 1973, by and between the Trustee and the Company (hereinafter called the "Equipment Trust Agreement"), there was constituted the "St. Louis Southwestern Railway Company Equipment Trust, Series No. B," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, certain box cars comprising said Trust Equipment (hereinafter called "Destroyed Equipment") have been destroyed, and in accordance with the provisions of said Equipment Trust and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Trustee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically

described in the Tenth Supplement to Equipment Trust dated as of May 30, 1986 ("Tenth Supplement"):

Number of Units	Description
11	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 63461, 63467, 63515, 63635, 66552, 66571, 66594, 66595, 66681, 66777, and 66798.
3	70-ton Box Cars; FMC Corporation (formerly Gunderson Bros.), builder; lettered SSW and numbered 66384, 66390 and 66449.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust 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 Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Tenth Supplement to Equipment Trust thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all the right, title and interest now owned or hereafter acquired by the Trustee in and to the said Destroyed 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 Trustee hereby covenants with the Company, its successors and assigns, that the Trustee 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 Trustee 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 acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly attested, this 9th day of June, 1986.

FIRST PENNSYLVANIA BANK, N.A.,
Trustee

By _____
Corporate Trust Officer

Attest:

_____
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 10 day of June, 1986, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Georgie E. Crede
Notary Public

GEORGIE E. CREDE
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 28, 1989