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 STEPHEN S. MADSEN

WORLDWIDE PLAZA
 825 EIGHTH AVENUE
 NEW YORK, N. Y. 10019

TELEPHONE: (212) 474-1000
 FACSIMILE: (212) 474-3700

WRITER'S DIRECT DIAL NUMBER

33 KING WILLIAM STREET
 LONDON EC4R 9DU ENGLAND
 TELEPHONE: 1-800-1421
 FACSIMILE: 1-860-1150

MAR 13 12 28 PM '91
 NATIONAL ARCHIVE UNIT

1-072A026
 16348 B
 RECORDATION NO. FILED MAR 13 1991

MAR 13 1991 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

March 13, 1991

Assignment and Transfer of Certain Road Equipment
Dated as of February 15, 1991
Amending Conditional Sale Agreement
Filed Under Recordation No. 16348

Dear Mr. Strickland:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of St. Louis Southwestern Railway Company for filing and recordation counterparts of the following document:

Assignment and Transfer of Certain Road Equipment dated as of February 15, 1991, by The Bank of New York (formerly Irving Trust Company), as Assignee, to St. Louis Southwestern Railway Company, as Company.

The Assignment and Transfer of Certain Road Equipment amends a Conditional Sale Agreement dated as of April 15, 1989, previously filed and recorded with the Interstate Commerce Commission on May 23, 1989, at 2:05 p.m., Recordation No. 16348.

Pursuant to Article 8 of the Conditional Sale Agreement the Assignment and Transfer of Certain Road Equipment provides for the transfer by the Assignee to the Company all of the Destroyed Equipment.

Please file and record the Assignment and Transfer

C.R.
 Quarter Photo

of Certain Road Equipment submitted with this letter and assign it Recordation Number 16348-B.

Enclosed is a check for \$15 payable to the Interstate Commerce Commission for the recordation fee for the Assignment and Transfer of Certain Road Equipment.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for
St. Louis Southwestern
Railway Company

Mr. Sidney L. Strickland, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

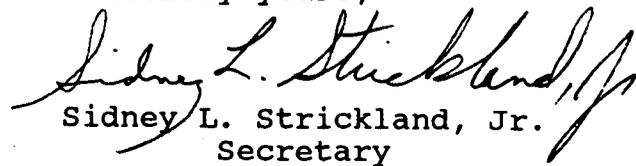
3/13/91

Laurance V. Goodrich
Cravath, Swaine & Moore
Worldwide Plaza
825 Eight Avenue
New York, New York 10019

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/13/91 at 12:30PM, and assigned recordation number(s). 16348-B and 16348-C.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

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16348-B

MAR 13 1991 -12 00 PM

INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF APRIL 15, 1989

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of February 15, 1991

THE BANK OF NEW YORK

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the fifteenth day of February, 1991, by THE BANK OF NEW YORK (formerly Irving Trust Company), a corporation duly organized and existing under the laws of the State of New York, 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 (hereinafter called the "Company").

WHEREAS, by a certain Conditional Sale Agreement, bearing date as of April 15, 1989, among each of General Electric Company, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Builder"), General Motors Corporation (Electro-Motive Division), 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 April 15, 1989 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, certain locomotives comprising said Equipment (hereinafter called "Destroyed Equipment") have been destroyed,

and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work or passenger equipment or cabooses, as specifically described in the First Supplemental Agreement dated as of February 15, 1991 ("First Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
2	4000 HP B40-8 Road Freight Locomotives; General Electric Company, builder; lettered SSW and numbered 8082 and 8094

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 Destroyed 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, without warranties, all of the Destroyed 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 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 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 WALTER N. GITLIN 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 state of New York or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

The recitals in this Assignment and Transfer of Certain Road Equipment are made only by Company and are not made by Assignee.

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 Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 7th day of March, 1991.

THE BANK OF NEW YORK

BY



ASSISTANT VICE PRESIDENT

ATTEST:



Assistant Treasurer

STATE OF NEW YORK)
)
CITY AND COUNTY OF NEW YORK) ss.

On this 7th day of March, 1991, before me personally appeared WALTER N. GITLIN, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of THE BANK OF NEW YORK; that the seal affixed to the foregoing instrument is the corporate seal of said bank; that said instrument was signed and sealed on behalf of said bank 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 bank.



Notary Public

ROBERT SCHNECK
Notary Public, State of New York
No. 4746935
Qualified in Nassau County
Certificate filed in New York County
Commission Expires May 31, 1997