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RECORDATION NO. \_\_\_\_\_ Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

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SOUTHERN PACIFIC TRANSPORTATION COMPANY  
EQUIPMENT TRUST

Series No. 55

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SECOND

SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT

Dated as of May 1, 1972

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The First Pennsylvania Banking and Trust Company

to

Southern Pacific Transportation Company

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SECOND SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT, dated as of the 1st day of May, 1972, between The First Pennsylvania Banking and Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, as Trustee (hereinafter called the "Trustee"), party of the first part, and Southern Pacific Transportation Company, a corporation, duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part:

WHEREAS, by a certain Equipment Trust Agreement (hereinafter called the "Agreement") bearing date as of December 15, 1971, by and between the Trustee and the Company, there was constituted the "Southern Pacific Transportation Company Equipment Trust, Series No. 55", under which the railroad equipment, specifically described in Schedule A thereto, is to be transferred to and title thereto is to be vested in the Trustee, and such railroad equipment is to be leased by the Trustee to the Company; and

WHEREAS, the said Agreement provides that in the event that it may be deemed necessary or desirable to procure for the transportation services of the Company, and to include in the said Equipment Trust other railroad equipment in lieu of any of the said railroad equipment specifically described in Schedule A of the Agreement, the Company may cause such other railroad equipment to be transferred to the Trustee and to be substituted under the trust; and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on January 27, 1972, and was assigned recordation number 6475; and

WHEREAS, by First Supplement To Equipment Trust Agreement dated as of February 1, 1972, between the Trustee and the Company (hereinafter called the "First Supplement"), the Agreement was supplemented and amended to include in the Equipment Trust certain other railroad equipment in lieu of the railroad equipment originally described in Schedule A of the Agreement, and to cause such other railroad equipment to be transferred to the Trustee and to be substituted under the said Equipment Trust, and then leased by the Trustee to the Company, all as described in said First Supplement to the Agreement; and

WHEREAS, the First Supplement to the Agreement was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on February 16, 1972, and was assigned recordation number 6475-A; and

WHEREAS, the parties hereto now desire to supplement and amend the Agreement further to include in the said Equipment Trust additional railroad equipment in lieu of certain railroad equipment presently described in Schedule A of the Agreement, as supplemented and amended, and to cause such additional railroad equipment to be transferred to the Trustee and to be substituted under the said Equipment Trust, and then leased by the Trustee to

the Company, all as described herein and subject to the terms and conditions hereinafter set forth.

WITNESSETH:

That, in consideration of the foregoing and of the mutual promises of the parties hereto, the parties hereto agree as follows:

1. The Agreement and Schedule A to the Agreement, as supplemented and amended by said First Supplement, are hereby further amended to exclude therefrom, and there is hereby excluded from said Southern Pacific Transportation Company Equipment Trust, Series No. 55, the following units of railroad equipment described therein:

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Average Cost Per Unit</u>
32	100-ton, drop bottom, air operated gondola cars; Gunderson, Inc., builder; lettered SP and numbered 341259 to 341290, both inclusive.	\$33 254

2. The following described railroad equipment is hereby substituted and included in, and subjected to, the said Southern Pacific Transportation Company Equipment Trust, Series No. 55, and said Agreement, as supplemented and amended, in lieu of the railroad equipment described in paragraph 1 hereinabove, and Schedule A to the Agreement, as supplemented and amended, is hereby further amended to include the following described railroad equipment:

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Average Cost Per Unit</u>
61	70-ton, 50 ft. 7 in., single sheath box cars with hydraulic cushion underframes; Gunderson, Inc., builder; lettered SP and numbered 241404 to 241464, both inclusive.	\$17 375

3. Schedule A of the Agreement, as supplemented and amended, is hereby further amended and supplemented by deleting the figure "13,784,838" opposite the words "Estimated Total Cost", and by substituting in lieu thereof the following figure: "13,800,995".

4. The Trustee does hereby let and lease to the Company for the term of fifteen (15) years from and after December 15, 1971, as part of the railroad equipment of Southern Pacific Transportation Company Equipment Trust, Series No. 55, and subject to all terms and conditions of the Agreement, as supplemented and amended, the said railroad equipment described in paragraph 2 hereinabove.

5. The Company will promptly cause this Second Supplement to the Agreement, as supplemented and amended, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

6. Except as amended hereby, the Agreement, as supplemented and amended by said First Supplement thereto, shall remain unaltered and in full force and effect.

7. This Second Supplement to the Agreement, as supplemented and amended, shall 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

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Average Cost Per Unit</u>
61	70-ton, 50 ft. 7 in., single sheath box cars with hydraulic cushion underframes; Gunderson, Inc., builder; lettered SP and numbered 241404 to 241464, both inclusive.	\$17 375

3. Schedule A of the Agreement, as supplemented and amended, is hereby further amended and supplemented by deleting the figure "13,784,838" opposite the words "Estimated Total Cost", and by substituting in lieu thereof the following figure: "13,800,995".

4. The Trustee does hereby let and lease to the Company for the term of fifteen (15) years from and after December 15, 1971, as part of the railroad equipment of Southern Pacific Transportation Company Equipment Trust, Series No. 55, and subject to all terms and conditions of the Agreement, as supplemented and amended, the said railroad equipment described in paragraph 2 hereinabove.

5. The Company will promptly cause this Second Supplement to the Agreement, as supplemented and amended, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

6. Except as amended hereby, the Agreement, as supplemented and amended by said First Supplement thereto, shall remain unaltered and in full force and effect.

7. This Second Supplement to the Agreement, as supplemented and amended, shall 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

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Average Cost Per Unit</u>
61	70-ton, 50 ft. 7 in., single sheath box cars with hydra-cushion underframes; Gunderson, Inc., builder; lettered SP and numbered 241404 to 241464, both inclusive.	\$17 375

3. Schedule A of the Agreement, as supplemented and amended, is hereby further amended and supplemented by deleting the figure "13,784,838" opposite the words "Estimated Total Cost", and by substituting in lieu thereof the following figure: "13,800,995".

4. The Trustee does hereby let and lease to the Company for the term of fifteen (15) years from and after December 15, 1971, as part of the railroad equipment of Southern Pacific Transportation Company Equipment Trust, Series No. 55, and subject to all terms and conditions of the Agreement, as supplemented and amended, the said railroad equipment described in paragraph 2 hereinabove.

5. The Company will promptly cause this Second Supplement to the Agreement, as supplemented and amended, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

6. Except as amended hereby, the Agreement, as supplemented and amended by said First Supplement thereto, shall remain unaltered and in full force and effect.

7. This Second Supplement to the Agreement, as supplemented and amended, shall 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

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Average Cost Per Unit</u>
61	70-ton, 50 ft. 7 in., single sheath box cars with hydraulic cushion underframes; Gunderson, Inc., builder; lettered SP and numbered 241404 to 241464, both inclusive.	\$17 375

3. Schedule A of the Agreement, as supplemented and amended, is hereby further amended and supplemented by deleting the figure "13,784,838" opposite the words "Estimated Total Cost", and by substituting in lieu thereof the following figure: "13,800,995".

4. The Trustee does hereby let and lease to the Company for the term of fifteen (15) years from and after December 15, 1971, as part of the railroad equipment of Southern Pacific Transportation Company Equipment Trust, Series No. 55, and subject to all terms and conditions of the Agreement, as supplemented and amended, the said railroad equipment described in paragraph 2 hereinabove.

5. The Company will promptly cause this Second Supplement to the Agreement, as supplemented and amended, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

6. Except as amended hereby, the Agreement, as supplemented and amended by said First Supplement thereto, shall remain unaltered and in full force and effect.

7. This Second Supplement to the Agreement, as supplemented and amended, shall 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 Trustee, acting in accordance with the terms and conditions of the Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, Trustee,

By *Wm. Kaye*  
Vice President

ATTEST:

*R. P. Roman*  
Assistant Secretary

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By *Bruce J. McPhee*  
Assistant Vice President and  
Assistant Treasurer

ATTEST:

*Leo Humphrey*  
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss  
CITY AND COUNTY OF PHILADLPHIA, )

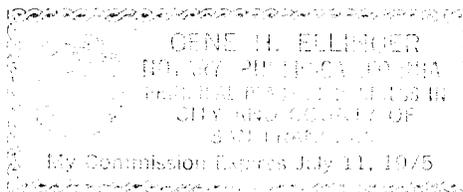
On this *33<sup>rd</sup>* day of May, 1972, before me personally  
appeared *J. W. Kruger* to me personally known, who, being  
to me duly sworn, says that he is Vice President of The First  
Pennsylvania Banking and Trust Company, that one of the seals  
affixed to the foregoing instrument is the corporate seal of  
said corporation, that said instrument was signed and sealed on  
behalf of said corporation by authority of its Board of Directors,  
and he acknowledged that the execution of the foregoing instru-  
ment was the free act and deed of said corporation.

*Richard J. Justice*  
\_\_\_\_\_  
Notary Public  
Philadelphia, Philadelphia County,  
Pennsylvania,  
My Commission Expires *3/1/76*  
I am not a Stockholder, Director or  
Officer of within mentioned  
Corporation

STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this *16th* day of May, 1972, before me personally appeared BRUCE G. McPHEE, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Assistant Treasurer of Southern Pacific Transportation Company, that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Gene H. Ellinger*  
\_\_\_\_\_  
Notary Public



2. The following described railroad equipment is hereby substituted and included in, and subjected to, the said Southern Pacific Transportation Company Equipment Trust, Series No. 55, and said Agreement in lieu of the railroad equipment described in paragraph 1 hereinabove, and Schedule A to the Agreement is hereby amended to include the following described railroad equipment:

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Average Cost Per Unit</u>
31	70-ton, 50 ft. 7 in., single sheath box cars with hydra-cushion underframes; Gunderson, Inc., builder; lettered SP and numbered 241153 to 241183, both inclusive.	\$ 17,245
39	100-ton, drop bottom, air operated gondola cars; Gunderson, Inc., builder; lettered SP and numbered 341252 to 341290, both inclusive.	\$ 33,624

3. Schedule A of the Agreement is hereby further amended and supplemented by deleting the figure "\$13,779,947" opposite the words "Estimated Total Cost", and by substituting in lieu thereof the following figure: "\$13,784,838".

4. The Trustee does hereby let and lease to the Company for the term of fifteen (15) years from and after December 15, 1971, as part of the railroad equipment of Southern Pacific Transportation Company Equipment Trust, Series No. 55, and subject to all terms and conditions of the Agreement, the said railroad equipment described in paragraph 2 hereinabove.

5. The Company will promptly cause this First Supplement to the Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

6. Except as amended hereby, the Agreement shall remain unaltered and in full force and effect.

7. This First Supplement to Agreement shall 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 Trustee, acting in accordance with the terms and conditions of the Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, Trustee,

By   
Vice President

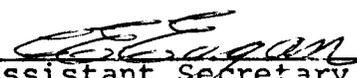
ATTEST:

  
Assistant Secretary

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By   
Vice President and Treasurer

ATTEST:

  
Assistant Secretary



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

On this *11th* day of February, 1972, before me personally appeared ROBERT J. McLEAN, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of Southern Pacific Transportation Company, that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Gene H. Ellinger*  
\_\_\_\_\_  
Notary Public