

# Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza  
San Francisco, California 94105  
(415) 362-1212

CHARLES W. BURKETT  
JOHN J. CORRIGAN  
THORMUND A. MILLER  
GENERAL SOLICITORS

ARNOLD I. WEBER  
JOHN MACDONALD SMITH  
SENIOR GENERAL ATTORNEYS

WALDRON A. GREGORY  
RICHARD J. LATHROP  
W. HARNEY WILSON  
JAMES J. TRABUCCO  
ROBERT W. TAGGART  
LARRY W. TELFORD  
ROBERT S. BOGASON  
DOUGLAS E. STEPHENSON  
GENERAL ATTORNEYS

No. \_\_\_\_\_

Date DEC 28 1978

Fee \$ 10.00

ICC Washington, D. C.

ALAN C. FURTH  
EXECUTIVE VICE PRESIDENT-LAW

HERBERT A. WATERMAN  
GENERAL COUNSEL

HAROLD S. LENTZ  
ASSISTANT GENERAL ATTORNEY

RICHARD S. KOFF  
MICHAEL A. SMITH  
LOUIS P. WARCHOT  
DONALD S. BRITT  
JAMES M. TOBIN  
WILLIAM F. ADAMS  
RICHARD D. SILVESTER  
DAVID W. LONG  
GARY O. ALEXANDER  
MADELEINE E. SLOANE  
JAMES G. FROUG  
GARY LAAKSO  
KAREN ACKERMAN  
CAROL A. HARRIS  
ATTORNEYS

September 26, 1978

Mr. H. G. Homme, Jr.  
Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

G 4577-1-1  
RECORDATION NO. 6533-A Filed 1425

DEC 28 1978 - 3 32 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

There are handed you herewith, for recording pursuant to Section 20c of the Interstate Commerce Act, the original and three counterparts of Agreement F, dated as of July 1, 1978, together with this Company's voucher in the amount of \$10.00 in payment of the recording fee.

Agreement F supplements Railroad Equipment Leasing Agreement dated as of February 17, 1972, and Assignment thereof, dated as of February 23, 1972 (previously recorded, as set forth below) and should be assigned a successive recordation number to that of the earlier instruments.

The following information is set forth in accordance with the Commission's regulations, 49 C.F.R. Part 1116:

### Parties to the Transaction

Lessor: The Commonwealth Plan, Inc.  
2655 Campus Drive  
San Mateo, CA 94403

Lessee: Evergreen Freight Car Corporation  
Southern Pacific Building  
One Market Plaza  
San Francisco, CA 94105

Assignee and Substituted Lessee:

Southern Pacific Transportation Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, CA 94105

REC'D  
DEC 28 1978

*Handwritten signatures and initials on the left margin.*

## Agreement F

DEC 28 1978 - 3 02 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT made as of July 1, 1978, in the City of San Francisco, State of California, by and among The Commonwealth Plan, Inc., a Massachusetts corporation ("Commonwealth"), Evergreen Freight Car Corporation ("EFCC"), and Southern Pacific Transportation Company, a Delaware corporation ("SPT").

RECITALS:

1. Pursuant to Railroad Equipment Leasing Agreement dated as of February 17, 1972, between EFCC and Commonwealth (the "Leasing Agreement") EFCC entered into individual leases (the Leasing Agreement and individual leases thereunder, collectively, the "Lease") under which EFCC leased from Commonwealth 500 railroad box cars, lettered EFCX and numbered 3901 through 4400 (collectively the "Box Cars", and singly, a "Box Car").
2. By Assignment dated as of February 23, 1972, Commonwealth assigned all of its right in and to the Leasing Agreement to the First National Bank of Boston (the "Assignee").
3. Certain Box Cars have been destroyed or damaged beyond repair as of July 1, 1978 (the "Destroyed Cars"), as shown on Exhibit A, attached hereto.
4. EFCC maintains a fleet of box cars, of which the Box Cars (excluding the Destroyed Cars) are a part. SPT now desires to succeed to all of EFCC's right, title and interest in and to all of the box cars in EFCC's fleet. To that end, EFCC will cause each box car in its fleet to be repainted and stencilled with SPT markings in accordance with the table set forth in

Lessor's Assignee:

First National Bank of Boston  
100 Federal Street  
Boston, Massachusetts 02110

General Description of the Equipment

500 Box Cars; AAR mechanical designation RB, lettered EFCX and numbered 3901 through 4400, both inclusive.

Prior Recordations

Railroad Equipment Leasing Agreement dated as of February 17, 1972, between The Commonwealth Plan, lessor, and Evergreen Freight Car Corporation, lessee, and Assignment dated as of February 23, 1972, from The Commonwealth Plan, Inc. to the First National Bank of Boston, both recorded March 20, 1972, at 10:50 a.m. and assigned Recordation No. 6532.

When recording of Agreement F has been completed, please return two counterparts of the document, with evidence of recording endorsed thereon, to our representative.

Very truly yours,

*Karen Ackerman*

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

12/28/78

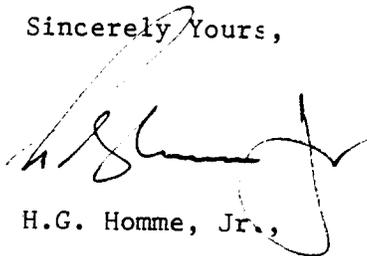
OFFICE OF THE SECRETARY

Karan Acherman  
Southern Pacific Transp. Co.  
Southern Pacific Building  
One Market Plaza  
San Francisco, Calif. 94105

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 12/28/78 at 3:50pm and assigned recordation number(s) 6552-A to 6552-B

Sincerely Yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

Exhibit A attached hereto, in a program to be completed on or before December 1, 1980 (the "Program"). After the aforesaid work on any box car is completed, EFCC will cause such box car to be delivered immediately to SPT.

5. The parties hereto now desire that SPT be substituted for EFCC as party to the Lease, so that SPT will assume all of the obligations, liabilities, and duties of EFCC as lessee thereunder and so that EFCC will be released therefrom, said novation to be effective as of December 1, 1980, and the parties further desire that, as to any Box Car delivered to and accepted by SPT in accordance with the Program prior to December 1, 1980, EFCC shall assign to SPT all of its right, title and interest in and to the Lease and that SPT shall assume EFCC's obligations, liabilities and duties under the Lease; effective from and after the first day of the calendar month following the date of said delivery and acceptance, and continuing until the aforesaid novation occurs.

AGREEMENT:

NOW THEREFORE, in consideration of the premises, the parties hereto do hereby agree:

1. Notwithstanding the provisions of section 6 of the Leasing Agreement, the parties agree that

(a) SPT shall be substituted for EFCC under the Lease, so that SPT will assume all of its rights and obligations, liabilities, and duties thereunder and EFCC will be released therefrom, effective as to all Box Cars (other than Destroyed Box Cars) as of December 1, 1980, and,

(b) As to any Box Car accepted by SPT in accordance with the Program, prior to December 1, 1980, EFCC shall assign all of its right, title, and interest in and to the Lease, and delegate all of its obligations, liabilities and duties thereunder to SPT, and SPT shall accept said assignment and delegation, effective as to such Box Car from and after the first day of the calendar month following the day on which SPT accepts delivery of such Box Car in accordance with the Program, and continuing until December 1, 1980, but such delegation shall not release EFCC from any of its obligations, liabilities and duties to Commonwealth under the Lease before December 1, 1980.

2. The novation provided in paragraph 1(a) shall occur on December 1, 1980, without necessity of any further action by the parties; all rights and claims of EFCC in, to, and under the lease and all right, title and interest of EFCC in and to the Box Cars, including any Box Cars not theretofore delivered to and accepted by SPT (except the Destroyed Cars) shall be vested in SPT, and SPT shall assume all of the obligations, liabilities and duties of EFCC under the Lease, and EFCC shall be released therefrom.

3. For any calendar quarter during which an assignment and delegation provided in paragraph 1(b) becomes effective as to any Box Car, SPT and EFCC shall execute a supplement to this Agreement, dated as of the first day after such calendar quarter in a form substantially similar to the form attached hereto as Exhibit B. Upon the execution and delivery of such supplement by SPT and EFCC, the assignment and delegation provided for in paragraph 1(b)

shall become effective, as of the date thereof, as to all Box Cars identified on the schedule attached to such supplement, and no other action by the parties shall be required to make such assignment and delegation effective.

4. SPT will cause this Agreement and any supplement hereto, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and will cause conformed copies of any supplement to be delivered to Commonwealth and the Assignee.

5. Commonwealth shall execute and deliver a confirmatory instrument of assignment to the Assignee, assigning all of Commonwealth's rights and claims in, to and under the Lease, as amended by the terms of this Agreement F, in any form requested by the Assignee in accordance with the terms of paragraph 19 of the Leasing Agreement. EFCC and SPT shall make written acknowledgment of notice of such confirmatory assignment, upon written request made by the Assignee. Commonwealth also shall execute and deliver to the Assignee confirmatory mortgages of the Box Cars. Such confirmatory assignment and confirmatory mortgages shall be in form suitable for filing and recording with the Interstate Commerce Commission in accordance with section 20c of the Interstate Commerce Act.

6. Each of Commonwealth, EFCC and SPT shall take or cause to be taken all such further actions as may reasonably be requested by the Assignee to perfect or further perfect its security interests in, to or under the Leasing Agreement as amended hereby and/or in any or all property leased thereunder.

7. This Agreement F shall be governed by the laws of Massachusetts. This Agreement F contains the entire agreement of the parties with respect to the amendment of the Lease, the substitution of SPT as the lessee under the Lease in place of EFCC, and the assignment of the Lease, all as herein specifically set forth. This Agreement shall not be amended except in writing by the parties, with the written consent of the Assignee. No provision hereof nor any right or remedy hereunder shall be waived except in a writing signed by the party to be charged and with the written consent of the Assignee.

8. This Agreement shall not take effect unless and until the Assignee, Aetna Life Insurance Company and United Benefit Life Insurance Company have given their written consent.

IN WITNESS WHEREOF, Commonwealth, EFCC and SPT, each pursuant to due corporate authority, have caused this instrument to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be affixed and duly attested, as of July 1, 1978.

THE COMMONWEALTH PLAN, INC.

By Bernard J. Conway  
President

Attest:

J. H. McNeill  
Secretary Assistant Clerk

EVERGREEN FREIGHT CAR CORPORATION

By C. Davis  
President

Attest:

J. H. McNeill  
ASSISTANT Secretary

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By *James J. Murphy*  
Assistant Vice President  
Treasurer

Attest:

*Ed Flammang*  
Assistant Secretary

CONSENT

The signature of each of the undersigneds constitutes its respective written consent to (a) the amendment of the Leasing Agreement, the novation of the Lease, and the assignments and delegations as to individual Box Cars, all as provided in the foregoing Agreement F, and (b) the change in car identification markings described in the foregoing Agreement F, but said consent shall not release EFCC from any of its obligations, liabilities, and duties under the Lease before December 1, 1980.

THE FIRST NATIONAL BANK OF BOSTON

By *D. G. Wilson*  
Title: ASSISTANT VICE PRESIDENT

Attest:

*Stephen J. Keenan*

AETNA LIFE INSURANCE COMPANY

By *Harriet H. Fitzhugh*  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

UNITED BENEFIT LIFE INSURANCE COMPANY

By *Thomas S. Schmit*  
Title: Second Vice President

Attest:

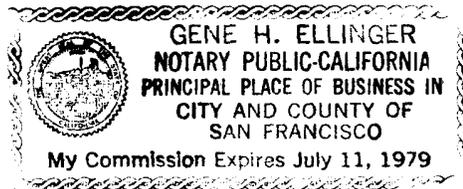
*Richard A. Witt*



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

On the 7<sup>th</sup> day of ~~August~~, 1978, before me personally appeared C. B. NINES, to me personally known, who being by me duly sworn, says that he is President and Treasurer of Evergreen Freight Car Corporation, 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.

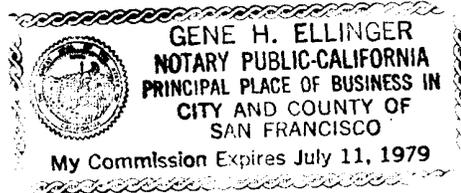
  
Notary Public



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

On the 23<sup>rd</sup> day of September, 1978, personally appeared BRUCE G. MCPHEE, to me personally known, who being by me duly sworn, says that he is Assistant 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, 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.

  
Notary Public



STATE OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

On the 13<sup>th</sup> day of OCTOBER , 1978, personally appeared  
DANIELSON to me personally known, who being by me duly  
sworn, says that she is ASSISTANT VICE PRESIDENT of  
The First National Bank of Boston , 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 she acknowledged that the execution  
of the foregoing instrument was the free act and deed of  
said corporation.

*Gerard J. Marchese*  
Notary Public

GERARD J. MARCHESE, Notary Public  
100 State Street, Boston, MA 02109

STATE OF *Connecticut* )  
 )  
COUNTY OF *Hartford* ) ss.

On the *15th* day of *November*, 1978, personally appeared *Kenneth H. Bokhelder* to me personally known, who being by me duly sworn, says that he is *an Investment Officer* of Aetna Life Insurance 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.

*Charles P. Mc Gitt Jr.*  
\_\_\_\_\_  
Notary Public

My Commission Expires Mar. 31, 1980

STATE OF NEBRASKA

)  
) ss.  
)

COUNTY OF DOUGLAS

On the 21 day of December , 1978, personally appeared Thomas S. Schmit to me personally known, who being by me duly sworn, says that he is Second Vice President of United Benefit Life Insurance 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.

 A GENERAL NOTARY - State of Nebraska  
DELORES E. SHANKLIN  
My Comm. Exp. Oct. 5, 1982

*Delores E. Shanklin*  
Notary Public

## TABLE OF OLD EFCX AND NEW SP CAR NUMBERS, SHOWING EFCX CARS DESTROYED

AS OF JULY 1, 1978

EFCX OLD NO.	SP NEW NO.
003901	292612
003902	292613
003903	292614
003904	292615
003905	292616
003906	292617
003907	292618
003908	292619
003909	DESTROY
003910	292620
003911	292621
003912	292622
003913	292623
003914	292624
003915	292625
003916	292626
003917	292627
003918	292628
003919	292629
003920	292630
003921	292631
003922	292632
003923	292633
003924	292634
003925	292635
003926	292636
003927	292637
003928	292638
003929	DESTROY
003930	292639
003931	292640
003932	292641
003933	292642
003934	292643
003935	292644
003936	292645
003937	292646
003938	292647
003939	292648
003940	292649
003941	292650
003942	292651
003943	292652
003944	292653
003945	292654
003946	292655
003947	292656
003948	292657
003949	292658
003950	292659
003951	292660
003952	292661
003953	292662
003954	292663

EFCX OLD NO.	SP NEW NO.	EFCX OLD NO.	SP NEW NO.
003955	292664	004009	292716
003956	292665	004010	292717
003957	292666	004011	292718
003958	292667	004012	292719
003959	292668	004013	292720
003960	292669	004014	292721
003961	292670	004015	292722
003962	292671	004016	292723
003963	292672	004017	292724
003964	292673	004018	292725
003965	292674	004019	292726
003966	292675	004020	292727
003967	292676	004021	292728
003968	292677	004022	292729
003969	292678	004023	292730
003970	292679	004024	292731
003971	292680	004025	292732
003972	292681	004026	DESTROY
003973	292682	004027	292733
003974	292683	004028	292734
003975	292684	004029	292735
003976	292685	004030	292736
003977	292686	004031	292737
003978	292687	004032	292738
003979	292688	004033	292739
003980	DESTROY	004034	292740
003981	292689	004035	292741
003982	292690	004036	292742
003983	292691	004037	292743
003984	292692	004038	292744
003985	292693	004039	292745
003986	292694	004040	292746
003987	292695	004041	292747
003988	292696	004042	292748
003989	292697	004043	292749
003990	292698	004044	292750
003991	292699	004045	292751
003992	292700	004046	292752
003993	292701	004047	292753
003994	292702	004048	292754
003995	292703	004049	292755
003996	292704	004050	292756
003997	292705	004051	292757
003998	DESTROY	004052	292758
003999	292706	004053	292759
004000	292707	004054	292760
004001	292708	004055	292761
004002	292709	004056	292762
004003	292710	004057	292763
004004	292711	004058	292764
004005	292712	004059	292765
004006	292713	004060	292766
004007	292714	004061	292767
004008	292715	004062	292768

EFCX OLD NO.	SP NEW NO.	EFCX OLD NO.	SP NEW NO.
004063	292769	004117	292820
004064	292770	004118	292821
004065	292771	004119	292822
004066	292772	004120	292823
004067	292773	004121	DESTROY
004068	292774	004122	292824
004069	292775	004123	292825
004070	292776	004124	292826
004071	292777	004125	292827
004072	292778	004126	292828
004073	292779	004127	292829
004074	292780	004128	292830
004075	292781	004129	292831
004076	292782	004130	DESTROY
004077	292783	004131	292832
004078	292784	004132	292833
004079	292785	004133	292834
004080	292786	004134	DESTROY
004081	292787	004135	292835
004082	292788	004136	292836
004083	292789	004137	292837
004084	292790	004138	292838
004085	292791	004139	292839
004086	292792	004140	292840
004087	292793	004141	DESTROY
004088	292794	004142	292841
004089	292795	004143	292842
004090	292796	004144	292843
004091	292797	004145	292844
004092	292798	004146	DESTROY
004093	292799	004147	292845
004094	292800	004148	292846
004095	292801	004149	292847
004096	292802	004150	292848
004097	292803	004151	292849
004098	292804	004152	292850
004099	292805	004153	292851
004100	292806	004154	292852
004101	292807	004155	292853
004102	292808	004156	292854
004103	292809	004157	292855
004104	292810	004158	292856
004105	DESTROY	004159	292857
004106	DESTROY	004160	292858
004107	292811	004161	292859
004108	DESTROY	004162	292860
004109	292812	004163	292861
004110	292813	004164	292862
004111	292814	004165	292863
004112	292815	004166	292864
004113	292816	004167	292865
004114	292817	004168	292866
004115	292818	004169	292867
004116	292819	004170	292868

EFCX OLD NO.	SP NEW NO.	EFCX OLD NO.	SP NEW NO.
004171	292869	004225	292922
004172	292870	004226	292923
004173	292871	004227	292924
004174	292872	004228	292925
004175	292873	004229	292926
004176	DESTROY	004230	292927
004177	292874	004231	292928
004178	292875	004232	292929
004179	292876	004233	292930
004180	292877	004234	292931
004181	292878	004235	292932
004182	292879	004236	292933
004183	292880	004237	292934
004184	292881	004238	292935
004185	292882	004239	292936
004186	292883	004240	292937
004187	292884	004241	292938
004188	292885	004242	292939
004189	292886	004243	292940
004190	292887	004244	292941
004191	292888	004245	292942
004192	292889	004246	292943
004193	292890	004247	292944
004194	292891	004248	292945
004195	292892	004249	292946
004196	292893	004250	292947
004197	292894	004251	292948
004198	292895	004252	292949
004199	292896	004253	292950
004200	292897	004254	292951
004201	292898	004255	292952
004202	292899	004256	292953
004203	292900	004257	292954
004204	292901	004258	292955
004205	292902	004259	292956
004206	292903	004260	292957
004207	292904	004261	292958
004208	292905	004262	292959
004209	292906	004263	292960
004210	292907	004264	292961
004211	292908	004265	292962
004212	292909	004266	292963
004213	292910	004267	292964
004214	292911	004268	292965
004215	292912	004269	292966
004216	292913	004270	292967
004217	292914	004271	292968
004218	292915	004272	292969
004219	292916	004273	292970
004220	292917	004274	292971
004221	292918	004275	292972
004222	292919	004276	292973
004223	292920	004277	292974
004224	292921	004278	292975

EFCX OLD NO.	SP NEW NO.	EFCX OLD NO.	SP NEW NO.
004279	292976	004333	293030
004280	292977	004334	293031
004281	292978	004335	293032
004282	292979	004336	293033
004283	292980	004337	293034
004284	292981	004338	293035
004285	292982	004339	293036
004286	292983	004340	293037
004287	292984	004341	293038
004288	292985	004342	293039
004289	292986	004343	293040
004290	292987	004344	293041
004291	292988	004345	293042
004292	292989	004346	293043
004293	292990	004347	293044
004294	292991	004348	293045
004295	292992	004349	293046
004296	292993	004350	293047
004297	292994	004351	293048
004298	292995	004352	293049
004299	292996	004353	293050
004300	292997	004354	293051
004301	292998	004355	293052
004302	292999	004356	293053
004303	293000	004357	293054
004304	293001	004358	293055
004305	293002	004359	293056
004306	293003	004360	293057
004307	293004	004361	293058
004308	293005	004362	293059
004309	293006	004363	293060
004310	293007	004364	293061
004311	293008	004365	293062
004312	293009	004366	293063
004313	293010	004367	293064
004314	293011	004368	293065
004315	293012	004369	293066
004316	293013	004370	293067
004317	293014	004371	293068
004318	293015	004372	293069
004319	293016	004373	293070
004320	293017	004374	293071
004321	293018	004375	293072
004322	293019	004376	DESTROY
004323	293020	004377	293073
004324	293021	004378	293074
004325	293022	004379	293075
004326	293023	004380	293076
004327	293024	004381	293077
004328	293025	004382	293078
004329	293026	004383	293079
004330	293027	004384	293080
004331	293028	004385	293081
004332	293029	004386	293082

EFCX      SP  
OLD NO.    NEW NO.

004387	293083
004388	293084
004389	293085
004390	293086
004391	293087
004392	293088
004393	293089
004394	293090
004395	293091
004396	293092
004397	293093
004398	293094
004399	293095
004400	293096

EXHIBIT B

SUPPLEMENT TO AGREEMENT F

SUPPLEMENT, dated as of \_\_\_\_\_, 19\_\_\_\_, to Agreement F dated as of July 1, 1978, by and among The Commonwealth Plan, Inc. ("Commonwealth"), Evergreen Freight Car Corporation ("EFCC"), and Southern Pacific Transportation Company ("SPT"). During the calendar quarter ending \_\_\_\_\_, 197\_\_\_\_, SPT accepted delivery from EFCC of \_\_\_\_\_ ( ) of the box cars which are the subject of said Agreement. Each of said \_\_\_\_\_ box cars is identified by its former EFCC car number and its current SPT car number on the schedule attached hereto and made a part hereof. In accordance with Agreement F, SPT's rights and obligations under said Agreement F with respect to each of said \_\_\_\_\_ box cars commenced on the date indicated on said schedule for such box car.

[Signatures and notarizations]

Southern Pacific Transportation  
Company

Evergreen Freight Car Corporation