

Southern Pacific Transportation Company

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JUN 13 1984 - 2 15 PM
June 12, 1984

INTERSTATE COMMERCE COMMISSION

4-165A121

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

RE: Agreement of Conditional Sale dated as of
January 1, 1969, among Southern Pacific
Company, First Pennsylvania Bank, N.A.,
and General Motors Corporation (Electro-
Motive Division) -- Declaration of Full
Payment

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts of Declaration of Full Payment dated as of May 15, 1984, between Southern Pacific Transportation Company, as successor by merger to former Southern Pacific Company, and First Pennsylvania Bank, N.A., for the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of January 1, 1969, together with 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:

Temporary Agreement of Conditional Sale dated as of January 1, 1969, among Southern Pacific Company, First Pennsylvania Bank, N.A., and General Motors Corporation (Electro-Motive Division), recorded on January 30, 1969, at 11:00 AM, assigned Recordation No. 6050;

Agreement of Conditional Sale dated as of January 1, 1969, recorded on February 5, 1969, at 1:45 PM, assigned Recordation No. 6050-A;

Mr. James H. Bayne
Page Two
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Agreement and Assignment dated as of November 26, 1969, recorded on December 22, 1969, at 11:05 AM, assigned Recordation No. 6050-B;

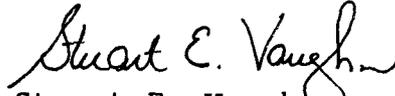
First Supplemental Agreement dated as of February 12, 1982, recorded on March 3, 1982, at 1:25 PM, assigned Recordation No. 6050-C;

Second Supplemental Agreement dated as of November 15, 1983, recorded on December 6, 1983, at 2:40 PM, assigned Recordation No. 6050-D; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1983, recorded on January 9, 1984, at 3:00 PM, assigned Recordation No. 6050-E.

When the recording of the Declaration of Full Payment has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return three (3) counterparts to her.

Very truly yours,


Stuart E. Vaughn

Enclosures

cc: Mr. D. A. Smith
(Attn: Mr. L. S. Vollmer)
Mr. E. L. Johnson
(Attn: Mr. G. J. Reilly
Mr. S. Jackovich)

CERTIFIED COPY

6053-a
RECORDATION NO. _____ Filed & Recorded

CONSENT AGREEMENT

JUN 14 1972 -12 35 PM

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT made as of *November 20, 1970*, between NORTH WESTERN LEASING COMPANY, a Delaware corporation, hereinafter called the "Lessor", NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION, a Delaware corporation, hereinafter called the "Assignee", and the AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, hereinafter called the "Bank",

WITNESSETH:

WHEREAS, pursuant to a Chattel Mortgage dated December 30, 1968 between the Bank and Lessor, certain railroad equipment, hereinafter called "Equipment" owned or to be owned by Lessor were subjected to the lien of the Mortgage; and

WHEREAS, pursuant to Lease dated November 15, 1968, hereinafter called the "Lease", between Lessor and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, hereinafter called "Assignor", Lessor leased to Assignor said Equipment for the rentals and on the terms and upon the conditions therein provided; and

WHEREAS, the Chattel Mortgage was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act under recordation number 6053; and

WHEREAS, Assignor, subject to authorization and approval of the Interstate Commerce Commission, proposes to sell, transfer and convey all or substantially all of its transportation assets to Assignee in conformity with applicable law, hereinafter called the "Sale"; and

WHEREAS, under the terms and conditions of the Sale, all rights and interests of the Assignor under the Lease are to be transferred to Assignee and Assignee will assume the obligations, duties and liabilities of the Assignor under the Lease; and

WHEREAS, under the terms of the Lease, Assignor intends to obtain the consent of Lessor to the assignment of all rights and interests of Assignor under the Lease to Assignee and Assignee intends to assume the obligations, duties and liabilities of the Assignor under the Lease; and

WHEREAS, Lessor intends, by means of this Consent Agreement, to comply with the provisions of the second paragraph of Article 9 of the Chattel Mortgage and seeks, by means of this Consent Agreement, the written consent of the Bank to Lessor's consent of the assignment of all rights and interests of Assignor in the Lease and the transfer of possession of the Equipment to Assignee;

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereafter set forth, it is agreed between the parties hereto that:

1. Lessor, subject to the final authorization and approval of the Interstate Commerce Commission and subject to the final closing of the Sale, consents to the Assignment by Assignor of its rights and interests under the Lease to Assignee which will assume the obligations, duties and liabilities of the Assignor under the Lease.

2. Assignee, subject to the final authorization and approval of the Interstate Commerce Commission and subject to the final closing of the Sale, hereby assumes and agrees to perform and abide by all obligations and conditions on the part of the Assignor to be kept and performed under the Lease to the same extent as though Assignee had been named therein in place of Assignor and had itself signed, executed and delivered the Lease.

3. Bank, subject to the final authorization and approval of the Interstate Commerce Commission and subject to the final closing of the Sale, consents to Lessor's consent of the assignment of all rights and interests of Assignor in the Lease and the transfer of possession of the Equipment to Assignee.

4. Lessor, upon final authorization and approval by the Interstate Commerce Commission and upon the final closing of the Sale, will cause this Consent Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Bank's consent as herein provided shall become effective only upon such filing and recordation.

5. The Chattel Mortgage and Lease and all terms and provisions thereof, except as modified by this Consent Agreement, shall continue in full force and effect.

6. This Consent Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such counterpart.

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

NORTH WESTERN LEASING COMPANY

By *J.M. Butler*

ATTEST

G.L. Vargason

NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION

By *Richard M. Freeman*

ATTEST:

James E. McClelland

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO

By *R.A. Graybeard*

ATTEST:

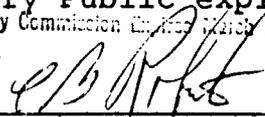
Sam Taylor

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, C. B. ROBERTS a Notary
Public duly commissioned and qualified in and for the County
and State aforesaid and residing therein DO HEREBY CERTIFY
that R. J. GRAYHECK and
PAUL M. STROMBERG, to me personally
known and known to me to be, respectively, Vice President and
an Assistant Secretary of American National Bank and Trust Company
of Chicago and the identical persons whose names are subscribed to
the foregoing instrument appeared before me this day in person,
and being first duly sworn by me, severally acknowledged to me that
they are, respectively, a Vice President and an Assistant Secretary
of said corporation; that as such officers they signed, sealed
and delivered said instrument in behalf of said corporation by
authority and order of its Board of Directors as the free and
voluntary act and deed of said corporation, and as their own
free and voluntary act; that they know the seal of said corpor-
ation; that the seal affixed to said instrument is the seal of
said corporation; and that said corporation executed said in-
strument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal as such Notary Public, at Chicago,
Illinois, this day of , 197 .

My commission as such Notary Public expires
My Commission Expires March 13, 1974



Notary Public in and for the
County of Cook, in the State
Of Illinois

I, E. C. MARQUARDT, HEREBY CERTIFY that I am a duly elected ASSISTANT SECRETARY of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY and custodian of the records, files and corporate seal of said Company.

I FURTHER CERTIFY that effective May 2, 1972, the NORTH WESTERN EMPLOYEES TRANSPORTATION CORPORATION changed its corporate name to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY and that such name change was effected by filing with the Secretary of State of Delaware an Amended Certificate of Incorporation, all in accordance with applicable Delaware law.

WITNESS my signature and the corporate seal of said Chicago and North Western Transportation Company this 1st day of June , 1972.

(Corporate Seal)

E. C. Marquardt

