

# Southern Pacific Transportation Company

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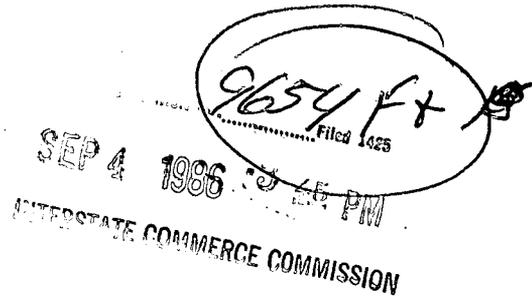
August 29, 1986

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WRITER'S DIRECT DIAL NUMBER

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VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

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

Re: Agreement of Conditional Sale dated as of August 1, 1978, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and Thrall Car Manufacturing Company

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) counterparts each of Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of August 1, 1986, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of August 1, 1978, together with this Company's 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:

Mr. James H. Bayne  
Page Two  
August 29, 1986

Agreement of Conditional Sale dated as of August 1, 1978, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., General Electric Company, General Motors Corporation, Greenville Steel Car Company, PACCAR, Inc., Portec Inc., Pullman Incorporated, and Thrall Car Manufacturing Company, recorded on August 25, 1978, at 4:15 p.m., and assigned Recordation No. 9654;

Amendment Agreement dated as of October 10, 1978, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and Thrall Car Manufacturing Company, recorded on October 13, 1978, at 3:50 p.m., and assigned Recordation No. 9654-A;

Amendment Agreement dated as of January 1, 1979, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and Thrall Car Manufacturing Company, recorded on January 5, 1979, at 2:05 p.m., and assigned Recordation No. 9654-B; and

Amendment Agreement dated as of October 15, 1979, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and PACCAR, Inc., recorded on November 5, 1979, at 11:05 a.m., and assigned Recordation No. 9654-C.

In connection with the recording of the enclosed Second Supplemental Agreement and Assignment and Transfer, each dated as of August 1, 1986, 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:

Second Supplemental Agreement dated as of August 1, 1986, between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by  
Second Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered

Mr. James H. Bayne  
Page Three  
August 29, 1986

SP and numbered 6309 (GRIP Date - November,  
1978).

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

<u>Number Of Units</u>	<u>Description</u>
6	Gondola cars; Thrall Car Manufacturing Company, builder; lettered SP and numbered 329320, 329310, 323152, 323184, 323204, and 323186.

When the recording of the Second Supplemental Agreement  
and Assignment and Transfer have been completed, will you  
kindly endorse, with the pertinent recording information,  
all executed counterparts thereof, and return the remainder  
of the same to the undersigned.

Very truly yours,



Lenona Young  
Legal Assistant

Enclosures

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SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF AUGUST 1, 1978

9654-14  
Filed 1425  
SEP 4 1986 5 45 PM  
INTERSTATE COMMERCE COMMISSION

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of August 1, 1986

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the first day of August, 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, Assignee under the Conditional Sale Agreement  
hereinafter mentioned (hereinafter called the "Assignee"),  
to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation  
duly organized and existing under the laws of the State of  
Delaware (hereinafter called the "Company").

WHEREAS, by a certain Conditional Sale Agreement,  
bearing date as of August 1, 1978, by and between Thrall Car  
Manufacturing Company, a corporation organized and existing  
under the laws of the State of Pennsylvania (hereinafter  
called the "Builder"), 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 gondola  
cars, 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 August 1, 1978  
(hereinafter called the "Assignment"), between the Builder  
and the Assignee; and

WHEREAS, certain gondola cars comprising said Equipment (hereinafter collectively called "Destroyed Equipment") have been destroyed by the Company, 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 equipment, as specifically described in the Second Supplemental Agreement dated as of August 1, 1986 ("Second Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
6	Gondola Cars; Thrall Car Manufacturing Company, builder; lettered SP and numbered 329320, 329310, 323152, 323184, 323204, and 323186.

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 goodstanding and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Second 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 all of the Destroyed Equipment which is specifically described herein and covered by the said Agreement of Conditional Sale.

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;

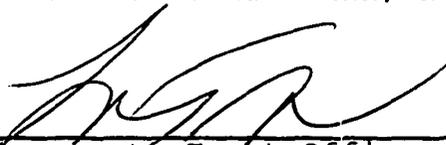
AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will 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 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 acknowledgment, to the intent that the same may be duly recorded.

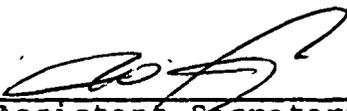
IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 11<sup>th</sup> day of August, 1986.

FIRST PENNSYLVANIA BANK, N.A.

By

  
Corporate Trust Officer

ATTEST:

  
Assistant Secretary

