

Southern Pacific Transportation Company

2-062A092

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

ROBERT A. FULLER
ATTORNEY
(415) 541-2188

March 2, 1982

RECORDATION NO. 6050-C
FEB 14 1982

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INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

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

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts of First Supplemental Agreement dated as of February 12, 1982, 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 January 1, 1969, 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:

Temporary Conditional Sale Agreement dated as of January 1, 1969, between Southern Pacific Company, First Pennsylvania Bank, N.A., and General Motors Corporation (Electro-Motive Division), recorded on January 30, 1969, at 11:00 AM, and 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; and

Agreement and Assignment dated as of November 26, 1969, recorded on December 22, 1969, at 11:05 AM, assigned Recordation No. 6050-B.

In connection with the recording of the enclosed First Supplemental Agreement dated as of February 12, 1969, 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:

Counterpart - Reissue N. H. H.

Ms. Agatha L. Mergenovich
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First Supplemental Agreement dated as of February 12, 1982, between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of the Equipment Covered By
First Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
2	Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9121 and 9122.

When the recording of the First Supplemental Agreement 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 the remainder of the same to her.

Very truly yours,

Robert A. Fuller
Robert A. Fuller *cut*
Attorney

Enclosures

RECORDATION NO. 6050-C
FILED 1428

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INTERSTATE COMMERCE COMMISSION

This should
be given
No. 6050-C

FIRST
SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of February 12, 1982, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of Pennsylvania (said Bank hereinafter called "Assignee"), with a principal office and place of business at Fifteen and Chestnut Streets, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of January, 1969.

WITNESSETH

WHEREAS, General Motors Corporation (Electro-Motive Division), a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and former Southern Pacific Company (hereinafter called the "Predecessor"), have entered into an Agreement of Conditional Sale dated as of January 1, 1969 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Predecessor, and the Predecessor agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of locomotives, all as described therein; 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 January 1, 1969 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on January 30, 1969, and assigned Recordation No. 6050-A; and

WHEREAS, Predecessor was merged into the Company on November 26, 1969, and in connection with and incident to such merger, the Company has, pursuant to Agreement and Assignment dated as of November 26, 1969, between Predecessor and the Company, duly assigned and transferred to the Company all of its right, title and interest in, to and under said Conditional Sale Agreement, and each and every supplement amending the said Conditional Sale Agreement and Assignment, and in and to the Equipment purchased by Predecessor thereunder, and the Company has duly assumed the obligations, liabilities and payments due or to become due from the Predecessor under the terms and conditions of said Conditional Sale Agreement and Assignment, and each and every supplement thereto.

WHEREAS, certain locomotives (hereinafter collectively called "Destroyed Equipment"), comprising said Equipment

have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has deposited with the Assignee an amount in cash equal to the depreciated value of said Destroyed Equipment, determined as provided in the Conditional Sale Agreement, at the time of its destruction; and

WHEREAS, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
2	Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9121 and 9122.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

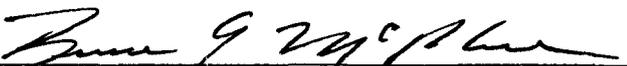
4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This First Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of February 12, 1982, the actual date or dates of execution hereof by the parties hereto is or are,

respectively, the date or dates stated in the acknowledgements hereto annexed.

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

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: 
Assistant Vice President and Treasurer

Attest:


Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A., as Assignee

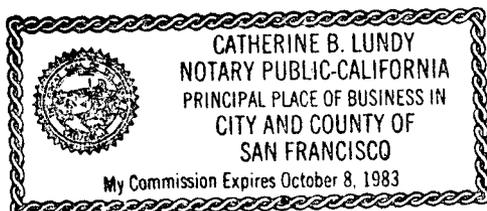
By: 
Senior Corporate Trust Officer and
Assistant Secretary

Attest:


Assistant Secretary

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

On this 25th day of February, 1982, before me personally appeared BRUCE G. MC PHEE, 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.



Catherine B. Lundy
Notary Public

STATE OF PENNSYLVANIA)
)
CITY AND COUNTY OF PHILADELPHIA) ss.

On this 26th day of February, 1982, before me personally appeared P. M. GIULIANTE, to me personally known, who, being by me duly sworn, says that she is Senior Corporate Trust Officer and Assistant Secretary of FIRST PENNSYLVANIA BANK, N.A.; 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.



Notary Public

LYNN M. ATTARIAN
Notary Public, Phila., Phila. Co.
My Commission Expires May 3, 1982