

Southern Pacific Transportation Company

JOHN J. CORRIGAN
GENERAL SOLICITOR

ARNOLD I. WEBER
JOHN MACDONALD SMITH
JAMES J. TRABUCCO
SENIOR GENERAL ATTORNEYS

LARRY W. TELFORD
ROBERT S. BOGASON
DOUGLAS E. STEPHENSON
RICHARD S. KOPF
MICHAEL A. SMITH
LOUIS P. WARCHOT
GREG CUNNINGHAM
WILLIAM E. SAUL
MADELEINE E. SLOANE
GENERAL ATTORNEYS

WRITER'S DIRECT DIAL NUMBER

415-541-1752

Southern Pacific Building • One Market Plaza
San Francisco, California 94105
(415) 541-1000

THORMUND A. MILLER
GENERAL COUNSEL

January 6, 1984

HAROLD S. LENTZ
DAVID W. LONG
CAROL A. HARRIS
STUART E. VAUGHN
CRAIG J. WHITNEY
ANN FINGARETTE HASSE
JOHN K. WYMA
ASSISTANT GENERAL ATTORNEYS

GARY A. LAAKSO
JONATHAN M. FIL
DORENE M. CURTIS
STEPHEN A. ROBERTS
W. GEORGE WAILES
CURT A. SCHULTZ
LAWRENCE P. RIFF
NANCY ZELLERBACH
WAYNE M. BOLIO
ATTORNEYS

RECORDATION NO. *6050 E* FILED 1425

JAN 9 1984 3 00 PM

INTERSTATE COMMERCE COMMISSION

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

RECEIVED
JAN 9 2 31 PM '84
I.C.C.
FEE OPERATION BR.

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)

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) fully executed counterparts of Assignment and Transfer of Certain Road Equipment dated as of November 15, 1983, between Southern Pacific Transportation Company, as successor by merger to former Southern Pacific 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 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, 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;

Sheryl B. Evers
Charles [unclear]

Ms. Agatha L. Mergenovich
January 6, 1984
Page Two

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; and

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

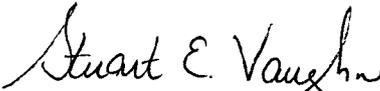
In connection with the recording of the enclosed Assignment and Transfer of Certain Road Equipment dated as of November 15, 1983, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 27, 1952, as amended:

General Description of the Equipment Released
by the Assignment and Transfer of Road Equipment:

8 3600 h.p. locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 8987, 8989, 8995, 9004, 9005, 9011, 9012, and 9122.

When the recording of the Assignment and Transfer of Certain Road Equipment 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,


Stuart E. Vaughn

Enclosures

cc: Mr. D. A. Smith
Attn: Mr. L. S. Vollmer

JAN 9 1984 3 00 PM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY
AGREEMENT OF CONDITIONAL SALE
DATED AS OF JANUARY 1, 1969

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

DATED AS OF NOVEMBER 15, 1983

Release

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the fifteenth day of November, 1983, 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 Agreement of Conditional
Sale 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 Agreement of Conditional Sale,
bearing date as of January 1, 1969, by and between General
Motors Corporation (Electro-Motive Division), a corporation
organized and existing under the laws of the State of
Delaware (hereinafter called the "Builder"), and former
Southern Pacific Company (hereinafter called the "Predeces-
sor"), 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 in
the Agreement of Conditional Sale (hereinafter called the
"Agreement of Conditional Sale"); and

WHEREAS, the Builder thereafter assigned its rights
under the Agreement of Conditional Sale 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 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 Agreement of Conditional Sale, and each and every supplement amending the said Agreement of Conditional Sale 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 the Agreement of Conditional Sale and Assignment, and each and every supplement thereto; and

WHEREAS, certain locomotives comprising said Equipment (hereinafter collectively called "Unfit Equipment") have become unfit for the purpose constructed for the use of the Company, and in accordance with the provisions of said Agreement of Conditional Sale and in anticipation and consideration of the release of such Unfit 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 November 15, 1983 (hereinafter called the "Second Supplemental Agreement"):

Number of Units

Description

8

3600 h.p. locomotives; General Motors Corporation (Electro-Motive Division), builder, lettered SP and numbered 8987, 8989, 8995, 9004, 9005, 9011, 9012, and 9122.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Agreement of Conditional Sale, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Agreement of Conditional Sale pursuant to the Second Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Unfit Equipment under the provisions of Section 9 of said Agreement of Conditional Sale.

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 Unfit 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 Unfit 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.

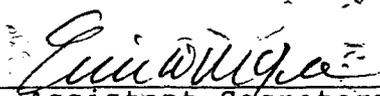
The Assignee does hereby constitute and appoint R. W. Seifert to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgement, 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 Agreement of Conditional Sale, with respect to the above-described Unfit Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 6th day of January, 1984.

FIRST PENNSYLVANIA BANK, N.A.

By 
Assistant Vice President

ATTEST:


Assistant Secretary

