

Southern Pacific Transportation Company

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August 10, 1981

RECORDATION NO. 8321/B Filed 1981

AUG 11 1981-8 10 PM

INTERSTATE COMMERCE COMMISSION

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

Re: Agreement of Conditional Sale dated as of
April 1, 1976, between Southern Pacific
Transportation Company, First Pennsylvania
Bank, N.A., and Whitehead & Kales Company

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 Second Supplemental Agreement dated as of August 1, 1981, 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 April 1, 1976, 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:

Agreement of Conditional Sale and Agreement and Assignment dated as of April 1, 1976, between Whitehead & Kales Company and Southern Pacific Transportation Company, recorded on May 11, 1976, at 2:20 PM, and assigned Recordation No. 8321; and

First Supplemental Agreement dated as of January 7, 1980, between Whitehead & Kales Company and Southern Pacific Transportation Company, recorded on January 23, 1980, at 2:50 PM, and assigned Recordation No. 8321-A.

Jeffrey A. Hornum

C. C. [Signature]

Ms. Agatha L. Mergenovich
August 10, 1981
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In connection with the recording of the enclosed Second Supplemental Agreement dated as of August 1, 1981, 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, 1981, between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by
Second Supplemental Agreement

4 70-ton box cars; Pullman Standard,
builder; lettered SP and numbered
248018, 248019, 248026 and 248030.

When the recording of the Second 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,

David R. Muhlittner
David R. Muhlittner *at*
General Attorney

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/11/81

OFFICE OF THE SECRETARY

David R. Muhlthner
General Attorney
Southern Pacific Transportation Co.
Southern Pacific Building
One Market Street
San Francisco, Calif. 94105

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/11/81** at **3:50pm** , and assigned re-
recording number(s). **8321-B & 8937-B**

Sincerely yours,

Agatha L. Mergonovich
Agatha L. Mergonovich
Secretary

Enclosure(s)

SECOND

AUG 11 1981-3 10 PM

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of August 1, 1981, 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 the State 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 April, 1976.

WITNESSETH

WHEREAS, Whitehead & Kales Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan (hereinafter called "Builder"), and Southern Pacific Transportation Company (hereinafter called the "Company"), have entered into an Agreement of Conditional Sale dated as of April 1, 1976 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, 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 April 1, 1976, (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 May 11, 1976, and assigned Recordation No. 8321; and

WHEREAS, certain flat cars (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 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:

Number of
Units

Description

4

70-ton box cars; Pullman Standard, builder; lettered SP and numbered 248018, 248019, 248026 and 248030.

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 Second 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 Second 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 Second Supplemental Agreement is dated for convenience as of August 1, 1981, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

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

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By *Bruce G McPherson*
Assistant Vice President and Treasurer

Attest:

A. S. [Signature]
Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A., as Agent

By *P. M. [Signature]*
~~Assistant Vice President and Treasurer~~

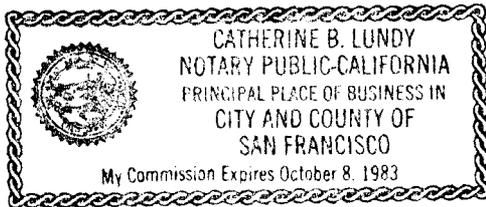
Attest:

[Signature]
Assistant Secretary

P. M. SULLIVANTE
SENIOR CORPORATE TRUST OFFICER
& ASSISTANT SECRETARY

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

On this 24th day of July, 1981, 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

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

On this 4th day of August, 1981, 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 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