

RECORDATION NO. 13685-5 Filed 1426

2-335A091

Rec. No. 13685 - J
#10

DEC 1 - 1982 - 11:10 AM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich,
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

DEC 1 1982
I.C.C.
ICC Washington, D. C.

RECEIVED
DEC 1 11 10 AM '82
I.C.C.
FEE OPERATION BR.

Re: Southern Pacific 82-1

Dear Ms. Mergenovich:

Enclosed for recordation under Section 11303(a) of Title 49 of the U.S. Code are the original and two counterparts of the First Amendment dated as of November 5, 1982 to an Equipment Lease Agreement dated as of March 1, 1982, each between Southern Pacific Transportation Company, as lessee, and MMB Partners, as lessor, which is the primary document for this Amendment. This Amendment is a secondary document; its primary document was filed on June 29, 1982 at 12:45 P.M. and assigned recordation no. 13685.

A general description of the railroad maintenance-of-way equipment covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached hereto and made a part hereof.

The names and addresses of the parties to these documents are as follows:

Lessor:	MMB Partners c/o Mitsui Manufacturers Bank 135 East Ninth Street Los Angeles, California 90015
Lessee:	Southern Pacific Transportation Company One Market Plaza San Francisco, California 94111

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and one counterpart of this document to Ms. Janice Wajda, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Open for 4 - C.T. Kayser

DESCRIPTION OF EQUIPMENT

<u>Unit No.</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
134	Tamper	Jackson- Jordan	139274
135	Tamper	"	139273
136	Tie Remover	Kershaw	47-152
137	Tie Remover	"	47-153
138	Ballast Regulator	"	26-1628
139	Ballast Regulator	"	26-1629
140	Yard Cleaner	"	29-179
141	Rhino Ramp/ Hostling Tractor	Louis Heller	1H9H3CA83CF027008
142	Rhino Ramp/ Hostling Tractor	"	1H9H3CA85CF027009
143	Rhino Ramp/ Hostling Tractor	"	1H9H3CA81CF027010
144	Rhino Ramp/ Hostling Tractor	"	1H9H3CA83CF027011
145	Rhino Ramp/ Hostling Tractor	"	1H9H3CA85CF027012
146	Rhino Ramp/ Hostling Tractor	"	1H9H3CA87CF027013
147	Rhino Ramp/ Hostling Tractor	"	1H9H3CA89CF027014
148	Rhino Ramp/ Hostling Tractor	"	1H9H3CA80CF027015
149	Rhino Ramp/ Hostling Tractor	"	1H9H3CA82CF027016
150	Rhino Ramp/ Hostling Tractor	"	1H9H3CA84CF027017
151	Rhino Ramp/ Hostling Tractor	"	1H9H3CA86CF027018
152	Rhino Ramp/ Hostling Tractor	"	1H9H3CA88CF027019
153	Rhino Ramp/ Hostling Tractor	"	1H9H3CA84CF027020
154	Rhino Ramp/ Hostling Tractor	"	1H9H3CA86CF027021
155	Rhino Ramp/ Hostling Tractor	"	1H9H3CA88CF027022
156	Rhino Ramp/ Hostling Tractor	"	1H9H3CA8XCF027023
157	Rhino Ramp/ Hostling Tractor	"	1H9H3CA81CF027024
158	Rhino Ramp/ Hostling Tractor	"	1H9H3CA83CF027025
159	Rhino Ramp/ Hostling Tractor	"	1H9H3CA86CF027026

<u>Unit No.</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
160	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA87CF027027
161	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA89CF027028
162	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA80CF027029
163	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA87CF027030
164	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA89CF027031
165	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA80CF027032
166	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA82CF027033
167	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA84CF027034
168	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA86CF027035
169	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA88CF027036
170	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA8XCF027037
171	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA81CF027038
172	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA83CF027039
173	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA8XCF027040
174	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA81CF027041
175	Rhino Ramp/ Hostling Tractor	" "	1H9H3CA83CF027042

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

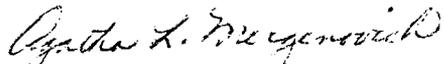
Ms. Janice Wajda
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

December 1, 1982

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/1/82 at 11:15AM, and assigned re-
recording number(s). 13685-J, 13685-K, 13685-L, & 13686-E

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13685-3 Filed 1428

DEC 1 - 1982 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT

Dated as of November 5, 1982

to

EQUIPMENT LEASE AGREEMENT

Dated as of March 1, 1982

Each between

MMB PARTNERS,
a California general partnership acting pursuant to a
Restated and Amended Partnership Agreement
dated as of December 15, 1981
between Mitsui Manufacturers Bank and
Steiner Financial Corporation

LESSOR

and

SOUTHERN PACIFIC TRANSPORTATION COMPANY

LESSEE

FIRST AMENDMENT TO EQUIPMENT LEASE AGREEMENT

FIRST AMENDMENT dated as of November 5, 1982 to the Equipment Lease Agreement dated as of March 1, 1982, as amended, supplemented and modified from time to time (the "Lease") each between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation (the "Lessee") and MMB PARTNERS, a California general partnership (the "Lessor") acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank, a California banking corporation, and Steiner Financial Corporation, a Utah corporation.

A. Terms not otherwise defined herein shall have the respective meanings assigned thereto in the Lease.

B. The Lessee and the Lessor have executed and delivered the Lease providing for the Lessee to hire from the Lessor and the Lessor to let to the Lessee certain railroad maintenance-of-way equipment described in the Lease (the "Equipment"). The Lease was recorded with the Interstate Commerce Commission on June 29, 1982, recordation no. 13685.

C. The Lessor has granted a security interest to Aid Association for Lutherans (the "Secured Party") in (i) the Equipment, and (ii) all the right, title, interest, claims and demands of the Lessor in, under and to the Lease pursuant to the Security Agreement dated as of March 1, 1982, as amended, supplemented and modified from time to time (the "Security Agreement") between the Lessor, as debtor, and the Secured Party. The Security Agreement was recorded with the Interstate Commerce Commission on June 29, 1982, recordation no. 13686.

D. The Lessee and the Lessor now desire to amend the Lease in the respects, and only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the consent and agreement of the Secured Party as evidenced by its execution hereof, the Lessee and the Lessor hereby mutually agree as follows:

1. Section 16 of the Lease is hereby amended in its entirety to read as follows:

"Without Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or the Units or any interest herein or therein. Nothing in this Section 16 shall be deemed to restrict the right of Lessee:
(a) to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to

any corporation into or with which Lessee shall have become merged or consolidated or which shall have acquired or leased all or substantially all of the assets of Lessee, provided that such assignee, successor or transferee shall have duly assumed the obligations of Lessee hereunder and that it will not, upon the effectiveness of such merger or consolidation or acquisition of properties and the assumption of such obligations, be in default under any provision of this Lease and that such merger or consolidation or acquisition of properties shall not alter in any way Lessee's obligations to Lessor hereunder which shall be and remain those of a principal and not a surety; (b) to sublease any Unit to any subsidiary of the Lessee for a period not exceeding 90 days which sublease shall not alter in any way Lessee's obligations to Lessor hereunder which shall remain those of a principal and not a surety; or (c) to sublease any Unit to St. Louis Southwestern Railway Company or to sublease any Unit accepted under this Lease on and as of December 1, 1982 or December 27, 1982 to Pacific Motor Trucking Company, provided, that in each such case (i) such sublease shall be for a term not exceeding the term of this Lease with respect to such Unit, (ii) such sublease shall be expressly subordinate to this Lease, (iii) the total Lessor's Cost of the Units subject to sublease to St. Louis Southwestern Railway Company shall be less than 10% of the total Lessor's Cost of all Units subject to this Lease, and the total Lessor's Cost of the Units subject to sublease to Pacific Motor Trucking Company, shall be less than 28% of the total Lessor's Cost of all Units subject to this Lease, (iv) such sublease shall not alter in any way Lessee's obligations to Lessor hereunder which shall remain those of a principal and not a surety and (v) St. Louis Southwestern Railway Company shall remain a subsidiary of and be controlled by Lessee and Pacific Motor Trucking Company shall remain a wholly-owned subsidiary of the Lessee."

2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Lease without making specific reference to this Amendment but nevertheless all such references shall include this Amendment unless the context requires otherwise.

3. This Amendment shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts, each counterpart constituting an original, but all together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By [Signature]
Its VICE PRESIDENT - PURCHASING

LESSEE

MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank and Steiner Financial Corporation

By Mitsui Manufacturers Bank,
Its Managing Partner

By [Signature]
Its [Signature]

By [Signature]
Its A. V. P.

LESSOR

Consented and agreed to as of the date first above written.

AID ASSOCIATION FOR LUTHERANS

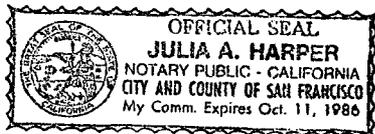
By [Signature]
Its JAMES G. ORMSON
VICE PRESIDENT AND DIRECTOR OF INVESTMENTS

By [Signature]
Its JOHN H. PENDER
SENIOR VICE PRESIDENT
FINANCE AND TREASURER

SECURED PARTY

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)

On this 30th day of November, 1982, before me personally appeared D. K. Rose, to me personally known, who being by me duly sworn, says that he is the Vice President - Purchasing of SOUTHERN PACIFIC TRANSPORTATION COMPANY, that said instrument was signed 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.



[NOTARIAL SEAL]

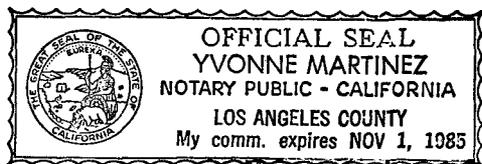
Julia A. Harper
Notary Public

My commission expires: October 11, 1986

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 29th day of November, 1982, before me personally appeared Yee W. Inaba and Judith R. Ruben to me personally known, who being by me duly sworn, say that they are the Vice President and Asst. V.P., respectively, of Mitsui Manufacturers Bank, managing partner of MMB PARTNERS, a California general partnership, that said instrument was signed on behalf of said general partnership by authority of its partners, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said general partnership.

[NOTARIAL SEAL]



My commission expires:

Yvonne Martinez
Notary Public

STATE OF WISCONSIN)
) SS
COUNTY OF OUTAGAMIE)

On this 24th day of November, 1982, before me personally appeared James H. Amson and John H. Pender, to me personally known, who being by me duly sworn, say that they are the Vice President and Secy. V.P., respectively, of AID ASSOCIATION FOR LUTHERANS; that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

[NOTARIAL SEAL]

Althea J. Doman
Notary Public

My commission expires:
3-11-84