



InterFirst Bank Fort Worth, N.A.
 One Burnett Plaza
 Fort Worth, Texas 76102
 (817) 390-6331
 (817) 390-6161

Regional Banking Group

December 15, 1983

REGISTRATION NO. 9646 A
 Filed 1425
 DEC 20 1983 - 9 55 AM
 INTERSTATE COMMERCE COMMISSION

No. 3-354A084
 Date ... DEC 20 1983 ...
 Fee \$ 10.00 ...
 ICC Washington, D. C.

Interstate Commerce Commission
 Twelfth & Constitution Avenues, N.W.
 Room 2303
 Washington, D. C. 20423

Attention: Mildred Lee

We have filed a security agreement with you on Meacham & Jones Investments. We are enclosing their ICC number of record which is 9646.

We no longer have an interest in this railcar, as the loan has been repaid. We are enclosing our cashiers check for \$10.00 and ask that you release our security interest in this railcar.

Sincerely,

J. Richard Barajas

J. Richard Barajas
 Commercial Banking Officer

JRB/lls
 Enclosures

cc: Meacham and Jones Investments
 790 Wellington
 Grand Junction, Colorado 81501

PLM, Inc.
 Attn: Mr. M. J. Foley
 50 California Street
 San Francisco, California 94111

RECEIVED
 DEC 20 9 38 AM '83
 I. O. C.
 FEE OPERATION BR.

STATE OF TEXAS)
 COUNTY OF TARRANT)

Before me, the undersigned, a Notary Public in and for said County and State on this day personally appeared J. Richard Barajas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of December, 1983.

Edwina Dodd

EDWINA DODD, Notary Public
 Tarrant County, Texas

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 "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 August 25, 1978, and assigned Recordation No. 9654; and

WHEREAS, certain diesel locomotives comprising said Equipment have become unsuitable for use (hereinafter called "Unsuitable Equipment"), and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to 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 Unsuitable Equipment; 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 between 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>
4	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 7319 (Grip Date - September, 1980) and 7327, 7330, and 7332 (GRIP Dates - October, 1980).

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 Tenth 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. The Tenth 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 Tenth Supplemental Agreement is dated for convenience as of March 1, 1992, the actual date or dates of

execution hereof by the parties hereto is or are, respectively,
the date or dates stated in the acknowledgments annexed hereto.

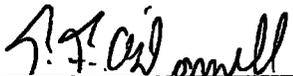
IN WITNESS WHEREOF, the parties hereto have caused this
Tenth Supplemental Agreement to be duly executed as of the date
first above written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

BY


Treasurer

Attest:

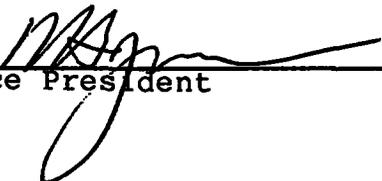

Secretary

CORESTATES BANK, N.A., as Agent

BY


Corporate Trust Officer

Attest:


Vice President

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

On this 4th day of March, 1992, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is 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.

Lenora Young-Rusconi

Notary Public

