

# Southern Pacific Transportation Company

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RECORDATION NO. 11337-9  
Filed 1/23

DEC 26 1985 -2 25 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11337-9  
Filed 1/23

December 13, 1985

DEC 26 1985 -2 25 PM

INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, NW  
Washington, D.C. 20423

Re: Agreement of Conditional Sale Dated As Of  
September 15, 1979, Among Southern Pacific  
Transportation Company, First Pennsylvania  
Bank, N.A., and PACCAR, Inc.

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of:

Second Supplemental Agreement dated as of October 31, 1985, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A.; and

Assignment and Transfer of Certain Road Equipment dated as of October 31, 1985, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A.

Mr. James H. Bayne  
December 13, 1985  
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amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 15, 1979, together with this Company's voucher in payment of the recording fees.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of September 15, 1979, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., ACF Industries, Incorporated, General Motors Corporation, and PACCAR, Inc., recorded on January 8, 1980, at 1:05 PM, assigned Recordation No. 11337;

Agreement and Assignment dated as of September 15, 1979, recorded on January 8, 1980, at 1:05 PM, assigned Recordation No. 11337-A;

Amendment Agreement No. 1, dated as of April 1, 1980, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and PACCAR, Inc., recorded on May 29, 1980, at 12:15 PM, assigned Recordation No. 11337-B;

First Supplemental Agreement dated as of August 31, 1983, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., Assignee, recorded on September 14, 1983, at 10:30 AM, assigned Recordation No. 11337-E; and

Assignment and Transfer of Certain Road Equipment dated as of August 31, 1983, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., recorded on September 14, 1983, at 10:30 AM, assigned Recordation No. 11337-F.

In connection with the recording of the Second Supplemental Agreement and Assignment and Transfer, each dated respectively as of October 31, 1985, 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:

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Second Supplemental Agreement dated as of  
October 31, 1985, between Southern Pacific Trans-  
portation Company, Vendee, and First Pennsylvania  
Bank, N.A., Assignee.

General Description of Equipment  
Covered by Second Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
2	Boxcars; Greenville Steel Car Co., builder; lettered SP and numbered 248082 and 248099.

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

<u>Number Of Units</u>	<u>Description</u>
1	Caboose car; PACCAR, Inc. (for- merly Pacific Car and Foundry Company), builder; lettered SP and numbered 4731.

When the recording of the Second Supplemental Agree-  
ment and Assignment and Transfer of Certain Road Equip-  
ment have been completed, will you kindly endorse, with the  
pertinent recording information, all executed counterparts  
thereof, and return four (4) each of the same to the under-  
signed.

Very truly yours,



Lenona Young  
Legal Assistant

Enclosures

cc: Mr. E. F. Grady  
(Attn: Mr. D. M. Murphy)  
Mr. S. E. Vaughn

LY/mb

RECORDATION NO. 11337-2 Filed 12/26/85

DEC 26 1985 - 2 35 PM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF SEPTEMBER 15, 1979

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of October 31, 1985

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the thirty-first day of October, 1985, 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 Conditional Sale Agreement 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 Conditional Sale Agreement, bearing date as of September 15, 1979, by and between PACCAR, Inc. (formerly Pacific Car and Foundry Company), a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars and caboose cars, all as described in the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement"); 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 September 15, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, a caboose car comprising said Equipment (hereinafter called "Destroyed Equipment") has been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed 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 October 31, 1985 ("Second Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
1	Caboose; PACCAR, Inc. (formerly Pacific Car and Foundry Company), builder; lettered SP and numbered 4731.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such goodstanding and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Second Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

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 Destroyed 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 Destroyed 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;

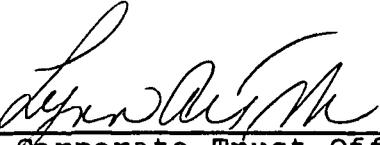
AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will 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 LYNN A. TUZINSKI 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 acknowledgment, 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 Conditional Sale

Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 29<sup>th</sup> day of November, 1985.

FIRST PENNSYLVANIA BANK, N.A.

By   
Corporate Trust Officer

ATTEST:

  
Assistant Secretary

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

On this 29<sup>th</sup> day of November, 1985, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; 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.

Lynne N. McCorry  
Notary Public

**LYNNE N. McCORRY**  
Notary Public, Phila., Phila. Co.  
My Commission Expires May 5, 1988