

# Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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WRITER'S DIRECT DIAL NUMBER

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ASSISTANT GENERAL ATTORNEY

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CYNTHIA F. NEWTON  
ATTORNEYS

November 9, 1989

11337-L  
NOV 20 1989 -11 45 AM  
INTERSTATE COMMERCE COMMISSION

9-324A010

(415) 541-1754

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INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, NW  
Washington, DC 20423

Re: Conditional Sale Agreement Dated as of  
September 15, 1979, Among Southern  
Pacific Transportation Company, First  
Pennsylvania Bank, N.A., and ACF Industries,  
Incorporated

Dear Ms. McGee:

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:

Third Supplemental Agreement dated as of  
September 15, 1989, between Southern Pacific  
Transportation Company and First Pennsylvania  
Bank, N.A.; and

Ms. Noreta R. McGee  
November 9, 1989  
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Assignment and Transfer of Certain Road  
Equipment dated as of September 15, 1989,  
between Southern Pacific Transportation  
Company and First Pennsylvania Bank, N.A.

amending the above-entitled Conditional Sale 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 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 Trans-  
portation Company and First Pennsylvania Bank, N.A.,  
Assignee, recorded on September 14, 1983, at 10:30  
AM, assigned Recordation No. 11337-C;

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-D;

Second Supplemental Agreement dated as of October 31, 1985, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 11337-G; and

Assignment and Transfer of Certain Road Equipment dated as of October 31, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 11337-H.

In connection with the recording of the Third Supplemental Agreement and Assignment and Transfer, each dated as of September 15, 1989, the following information is set forth:

Third Supplemental Agreement dated as of September 15, 1989, between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment  
Covered by Third Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
1	Diesel locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 7342; GRIP Date - December, 1980.

Assignment and Transfer of Certain Road Equipment dated as of September 15, 1989 between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

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

<u>Number Of Units</u>	<u>Description</u>
10	70-ton box cars; ACF Industries, Incorporated, builder; lettered SP and numbered 247264, 247313, 247352, 247365, 247368, 247402, 247674, 247693, 247782, and 247884.

Ms. Noreta R. McGee  
November 9, 1989  
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When the recording of the Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment 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 undersigned.

Very truly yours,

*Louis P. Warchot*  
Louis P. Warchot *ly*

Enclosures

cc: Mr. E. F. Grady  
(Attn: Mr. C. D. Tyler)

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/20/89

OFFICE OF THE SECRETARY

Louis P. Warchot  
Southern Pacific Transp. Co.  
Southern Pacific Building  
One Market Plaza  
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 11/20/89 at 11:45am, and assigned recordation number(s). 11337-K, 11337-L, 11337-M & 11337-N

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

11.337-K

THIRD  
SUPPLEMENTAL AGREEMENT

NOV 20 1989 - 11 45 AM  
INT

THIS THIRD SUPPLEMENTAL AGREEMENT, dated as of September 15, 1989, 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 the "Assignee"), with a principal office and place of business at 30 South 30th Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the fifteenth day of September, 1979.

WITNESSETH

WHEREAS, ACF Industries, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of New Jersey (hereinafter called "Builder"), and Southern Pacific Transportation Company have entered into a Conditional Sale Agreement dated as of September 15, 1979 (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 box 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 September 15, 1979 (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 January 8, 1980, and assigned Recordation No. 11337; and

WHEREAS, certain box 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 Assignee other standard-gauge railroad equipment (hereinafter 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 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>
1	Diesel Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 7342; GRIP Date - December, 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 Third 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 Third 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 Third Supplemental Agreement is dated for convenience as of September 15, 1989, 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.

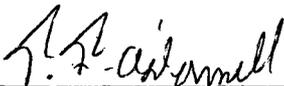
IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

BY

  
Treasurer

Attest:

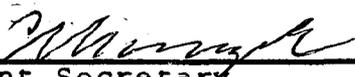
  
Secretary

FIRST PENNSYLVANIA BANK, N.A.,  
as Assignee

BY

  
Corporate Trust Officer

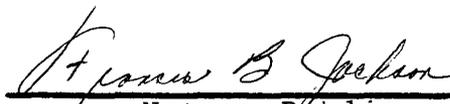
Attest:

  
Assistant Secretary



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

On this 13<sup>th</sup> day of October, 1989, before me personally appeared CATHY WIEDECKE, to me personally known, who being by me duly sworn, says that she is 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

