

Southern Pacific Transportation Company

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November 9, 1989

11337-K
RECORDED BY
NOV 20 1989 - 11 45 AM

INTERNATIONAL COMMERCE COMMISSION

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(415) 541-1754

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INTERNATIONAL 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

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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.

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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)

REGISTRATION NO. 11337-8 FILED 145

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INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY
CONDITIONAL SALE AGREEMENT
DATED AS OF SEPTEMBER 15, 1979

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of September 15, 1989

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the fifteenth day of September, 1989, 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 ACF Industries, Incorporated, a corporation organized and existing under the laws of the State of New Jersey (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, 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, certain box cars comprising said Equipment (hereinafter called "Destroyed Equipment") have 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 Third Supplemental Agreement dated as of September 15, 1989 ("Third Supplemental Agreement"):

<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.

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 good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Third 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 Conditional Sale Agreement.

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 CATHY WIEDECKE 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 acknowledgement, 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 13th day of October, 1989.

FIRST PENNSYLVANIA BANK, N.A.

BY Cathy Wiedeck
Corporate Trust Officer

ATTEST:

[Signature]
Assistant Secretary

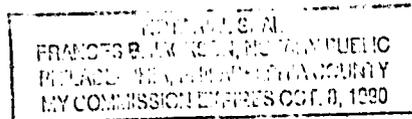
COMMONWEALTH OF PENNSYLVANIA)
)
CITY AND COUNTY OF PHILADELPHIA)

ss.

On this 13th 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 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.

Francis B. Jackson

Notary Public



Member, Pennsylvania Association of Notaries