

# Southern Pacific Transportation Company

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(415) 541-1000

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1133ZM  
NOV 20 1989 - 11 45 AM  
INTERSTATE COMMERCE COMMISSION

November 9, 1989

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NOV 20 1989 - 11 45 AM  
INTERSTATE COMMERCE COMMISSION

(415) 541-1754

9-324A010

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Ms. Noretta 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 PACCAR, Inc.

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

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

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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 Transportation Company and First Pennsylvania Bank, N.A., Assignee, recorded on September 14, 1983, at 10:30 AM, assigned Recordation No. 11337-E;

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;

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-I; and

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Assignment and Transfer of Certain Road Equipment dated as of October 31, 1986, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 11337-J.

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	100-ton Hopper Car; American Car & Foundry Co., builder; lettered SP and numbered 496426; GRIP Date - September, 1979
6	100-ton Hopper Cars; Pullman Standard Car Manufacturing Co., builder; lettered SP and numbered 493611-493613, 493615, 493617 and 493618; GRIP Date - September, 1979.

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>
2	Caboose cars; PACCAR, Inc.

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(formerly Pacific Car and  
Foundry Company), builder;  
lettered SP and numbered 4701  
and 4713.

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)

This Should Be  
Recordation No.

11337-M

RECORDED BY 11337 M FILED 1989

NOV 20 1989 -11 45 AM

THIRD  
SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

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, PACCAR, INC (formerly Pacific Car and Foundry Company), a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and the 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 and caboose 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, a caboose car (hereinafter called "Destroyed Equipment") comprising said Equipment has 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	100-ton Hopper Car; American Car & Foundry Co., builder; lettered SP and numbered 496426; GRIP Date - September, 1979.
6	100-ton Hopper Cars; Pullman Standard Car Manufacturing Co., builder; lettered SP and numbered 493611-493613, 493615, 493617 and 493618; GRIP Date - September, 1979.

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.

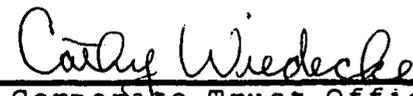
SOUTHERN PACIFIC TRANSPORTATION COMPANY

BY   
Treasurer

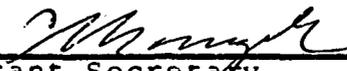
Attest:

  
Secretary

FIRST PENNSYLVANIA BANK, N.A.,  
as Assignee

BY   
Corporate Trust Officer

Attest:

  
Assistant Secretary



