

# Southern Pacific Transportation Company

THORMUND A. MILLER  
GENERAL COMMERCE COUNSEL

JOHN J. CORRIGAN  
GENERAL SOLICITOR

ARNOLD I. WEBER  
JOHN MACDONALD SMITH  
SENIOR GENERAL ATTORNEYS

WALDRON A. GREGORY  
RICHARD J. LATHROP  
W. HARNEY WILSON  
JAMES J. TRABUCCO  
ROBERT W. TAGGART  
LARRY W. TELFORD  
ROBERT S. BOGASON  
DOUGLAS E. STEPHENSON  
RICHARD S. KOFF  
GENERAL ATTORNEYS

Southern Pacific Building • One Market Plaza  
San Francisco, California 94105  
(415) 362-1212

HAROLD S. LENTZ  
MICHAEL A. SMITH  
LOUIS P. WARCHOT  
ASSISTANT GENERAL ATTORNEYS

0-023A066

HERBERT A. WATERMAN  
VICE PRESIDENT AND GENERAL COUNSEL

RECORDATION NO. 9812-A Filed 1475

No.

Date JAN 23 1980

August 3, 1979

Fee \$ 10.00

JAN 23 1980 - 2 50 PM  
INTERSTATE COMMERCE COMMISSION

DONALD S. BRITT  
JAMES M. TOBIN  
WILLIAM F. ADAMS  
RICHARD D. SILVESTER  
DAVID W. LONG  
MARY O. ALEXANDER  
MADELEINE E. SLOANE  
JAMES G. FROUG  
GARY LAAKSO  
BEN ACKERMAN  
CAROL A. HARRIS  
JOSEPH W. DIEHL, JR.  
ATTORNEYS

ICC Washington, D. C.

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Constitution Avenue & 12th St., NW  
Washington, DC 20423

Dear Ms. Mergenovich:

Handed to you herewith for recording pursuant to 49 U.S.C. §11303 are the original and four counterparts of Amendment Agreement dated as of July 30, 1978, to Conditional Sale Agreement dated as of May 1, 1977, together with this company's voucher in the amount of \$10 in payment of the recording fee.

The following information is set forth in accordance with the Commission regulations, 49 C.F.R. Part 1116:

Parties to the Transaction:

Vendors' Assignee: First Pennsylvania Bank N.A.  
1500 Chestnut Street  
Philadelphia, Pennsylvania 19101

Purchaser: Southern Pacific Transportation  
Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

General Description of the Equipment

- 16 89\*4" 70 ton flat cars; AAR Mechanical Designation FA, lettered SP and numbered within the series 516813 to 518955, both inclusive, as set forth in Schedule A to said Amendment Agreement.
- 18 Enclosed tri-level superstructures with end doors, lettered SP and numbered within the series 516776 to 516812, both inclusive, as set forth in Schedule B to said Amendment Agreement.

*Handwritten signature/initials on the left margin.*

Ms. Agatha L. Mergenovich  
August 3, 1979  
Page Two

Prior Recordations

Conditional Sale Agreement dated as of May 1, 1977, between each of ACF Industries Incorporated, Portec, Inc. (Paragon Division), PACCAR Inc., and Southern Pacific Transportation Company, and Agreement and Assignment dated as of May 1, 1977, between each of ACF Industries, Portec, Inc. (Paragon Division), PACCAR Inc., and First Pennsylvania Bank N.A., recorded May 5, 1977 at 12:35 P.M. and assigned recordation number 8812.

When recording has been completed, please return three counterparts of the Amendment Agreement, with evidence of recording endorsed thereon, to our representative.

Very truly yours,

*Rae Ackerma*

Enclosures

JAN 23 1980 -2 50 PM

AMENDMENT AGREEMENT dated as of July 30, 1978,  
between First Pennsylvania Bank N.A., as Agent  
(the "Agent") and Southern Pacific Transportation  
Company (the "Railroad") to Conditional Sale  
Agreement dated as of May 1, 1977 (the "CSA"),  
between each of ACF Industries, Incorporated,  
Portec, Inc. (Paragon Division) and Paccar Inc.  
(the "Builder") and the Railroad.

WHEREAS, the Builders and the Railroad have heretofore  
entered into the CSA and the CSA was assigned to the Agent by an  
Agreement and Assignment (the "Assignment") dated as of May 1,  
1977;

WHEREAS, the CSA and the Assignment were filed and  
recorded with the Interstate Commerce Commission pursuant to  
Section 20c of the Interstate Commerce Act on May 5, 1977,  
bearing Recordation No. 8812;

WHEREAS, the parties hereto desire to amend the CSA  
as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises,  
covenants and agreements hereinafter set forth, the parties hereto  
do hereby agree as follows:

1. The Agent acknowledges receipt from the Railroad  
of the sum of \$517,309.76 (the "Deposited Cash"), being the  
full Purchase Price paid by the Agent for the 16 units of  
equipment described in Schedule A hereto (the "Released Equip-  
ment"). In consideration thereof, the Agent does hereby

transfer its title to and property in the Released Equipment to the Railroad and releases the Released Equipment from the CSA.

2. The Railroad does hereby sell, assign and transfer to the Agent, to be held by the Agent under the CSA, all right, title and interest in and to the 18 enclosed tri-level superstructures (the "Racks") described in Schedule B hereto and warrants to the Agent that it has good and lawful right to sell the Racks and that title to the Racks is free of all claims, liens, security interests and other encumbrances (other than those created by the CSA), and covenants to defend the title to the Racks against the claims and demands of all persons whomsoever. Concurrently herewith the Railroad is furnishing to the Agent a favorable opinion of counsel to such effect and to the effect that this Amendment Agreement has been duly authorized, executed and delivered by the Railroad and is a valid, binding and enforceable agreement of the Railroad. The Railroad further warrants to the Agent that the Racks comply in all respects with the provisions of Article 2 of the CSA. In consideration of the foregoing, the Agent agrees to pay to the Railroad out of the Deposited Cash \$517,309.76 (the "Cost of the Racks"). The Railroad hereby certifies to the Agent that the Cost of the Racks does not exceed the lesser of the fair market value thereof or the purchase price therefor paid by the Railroad to the Builder thereof.

3. The Railroad hereby agrees to affix the Racks to the remaining 18 flat cars subject to the CSA and promptly

to file and record with the Interstate Commerce Commission this amendment and furnish the Agent with a favorable opinion of counsel to such effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

FIRST PENNSYLVANIA BANK, N.A.,  
as Agent

by *P. M. Giuliante*  
~~Assistant Vice President~~  
P. M. GIULIANTE  
SENIOR CORPORATE TRUST OFFICER  
& ASSISTANT SECRETARY

[Corporate Seal]

Attest:

*T. A. O'Connell*  
Assistant Secretary  
T. A. O'CONNELL  
CORPORATE TRUST OFFICER  
& ASSISTANT SECRETARY

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

by *B. G. [Signature]*  
Assistant Vice President and  
Treasurer

[Corporate Seal]

Attest:

*T. A. O'Connell*  
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA, )  
: ss.:  
COUNTY OF PHILADELPHIA, )

On this 22nd day of Jan, 1980, before me personally appeared M. Schuartz, to me personally known, who, being by me duly sworn, says that ~~he is an Assistant Vice President~~ <sup>SR. CORP. TR. OFFICER</sup> 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.

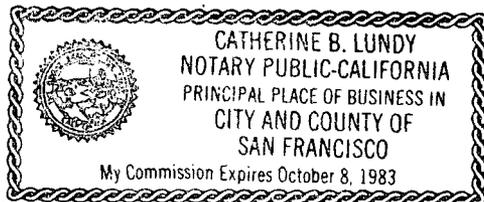
Lynn M. Attarian  
Notary Public

LYNN M. ATTARIAN  
Notary Public, Phila., Phila. Co.  
My Commission Expires May 3, 1982

[NOTARIAL SEAL]

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

On this 10th day of Jan, 1980, before me personally appeared BRUCE G. MCPHEE, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY, that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Catherine B. Lundy  
Notary Public

SCHEDULE A - *Released*

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Purchase Price</u>	<u>Total Purchase Price</u>	<u>Road Number (Inclusive)</u>
ACF Industries Incorporated	89' 4" 70-ton flat cars with end of car cushion- ing for enclosed tri-level auto rack super- structures	FA	76-OJO-273  November 5, 1976	St. Louis Missouri	16	\$32,331.86	\$517,309.76	SP 516813 ✓
								SP 516815
								SP 516816
								SP 516822 ✓
								SP 516830 ✓
								SP 516853 ✓
								SP 516921 ✓
								SP 516925 ✓
								SP 516930 ✓
								SP 516933
								SP 516936
								SP 516939
								SP 516943
SP 516945								
SP 516955								

SCHEDULE B

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Purchase Price</u>	<u>Total Purchase Price</u>	<u>Road Number (Inclusive)</u>
								*
Portec, Inc., (Paragon Division)	Enclosed tri-level super- structures with end doors	Not Applicable	R6230  October 8, 1976	Novi, Michigan	18	\$29,929.63	\$538,733.34	SP 516776 SP 516777 SP 516780 SP 516783 SP 516788 SP 516789 SP 516790 SP 516792 SP 516794 SP 516795 SP 515796 SP 516803 SP 516804 SP 516805 SP 516807 SP 516810 SP 516811 SP 516812

---

\* Each auto rack superstructure will be numbered identically to the number of the flat car on which it becomes attached.