Southern Pacific
Transportation Company

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September 29, 1981

RECORDATION NO. 8812-D Filed 1425

OCT 1 - 1981 -2 20 PM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D. C. 20423

Re: Agreement of Conditional Sale dated as of May 1, 1977, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and PACCAR, Inc.

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts of First Supplemental Agreement dated as of May 1, 1977, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of May 1, 1977, together with this Company's voucher in payment of the recording fee.

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 May 1, 1977, between ACF Industries Incorporated, Portec, Inc., PACCAR, Inc. and, Southern Pacific Transportation Company, recorded on May 5, 1977, at 12:35 PM, assigned Recordation No. 8812; and

Amendment Agreement dated as of July 30, 1978, recorded on January 23, 1980, at 2:50 PM, assigned Recordation No. 8812-A.

Madeleine E. Sloan

Counsel

In connection with the recording of the enclosed First Supplemental Agreement dated as of September 30, 1981, 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:

First Supplemental Agreement dated as of September 30, 1981, between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by First Supplemental Agreement

5	70-ton box cars; Pullman Standard, Inc., builder; lettered SP and numbered 247957, 247958, 247960, 247972, and 247973.

When the recording of the First Supplemental Agreement has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return the remainder of the same to her.

Very truly yours,

David R. Muhlitner

David R. Muhlitner
General Attorney

Enclosures

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INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of September 30, 1981, 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 Company hereinafter called "Assignee"), with a principal office and place of business at Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of May, 1977.

WITNESSETH

WHEREAS, PACCAR, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and Southern Pacific Transportation Company have entered into an Agreement of Conditional Sale dated as of May 1, 1977 (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 enclosed tri-level superstructures, 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 May 1, 1977 (hereinafter called the "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 May 5, 1977, and assigned Recordation No. 8812; and

WHEREAS, certain enclosed tri-level superstructures (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 the Assignee other standard-gauge railroad equipment (hereinafter collectively 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 among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

Number of Units	Description
5	70-ton box cars; Pullman Standard, Inc., builder; lettered SP and numbered 247957, 247958, 247960, 247972, and 247973.

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 First 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. The First 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 First Supplemental Agreement is dated for convenience as of September 30, 1981, the actual date or

dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

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

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: _____
Assistant Treasurer

Attest:

_____
Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A., as Assignee

By: _____

Attest:

_____
Assistant Secretary

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

On this 23rd day of September, 1981, before me personally appeared D. E. ENRIGHT, to me personally known, who, being by me duly sworn, says that he is Assistant Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

CATHERINE B. LUNDY
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires October 8, 1983

Catherine B. Lundy
Notary Public

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

On this 28th day of September, 1981, before me personally appeared P. M. Giuliante, to me personally known, who, being by me duly sworn, says that she is Senior Corporate Trust Officer and Assistant Secretary 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