

SIDLEY & AUSTIN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

CHICAGO
LOS ANGELES
NEW YORK

1722 EYE STREET, N.W.
WASHINGTON, DC 20006
TELEPHONE 202 736-8000
TELEX 89-463
FACSIMILE 202 736-8711

LONDON
SINGAPORE
TOKYO
RECORDATION NO. 18468-
FILED 1425

DEC 22 1993 -3 30 PM

125th
Anniversary
1866-1991

WRITER'S DIRECT NUMBER

December 22 1993

RECORDATION NO. 18468 FILED 1425

INTERSTATE COMMERCE COMMISSION

DEC 22 1993 -3 30 PM

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 18468 FILED 1425

DEC 22 1993 -3 30 PM

INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

DEC 22 3 20 AM 1993

RECEIVED
OFFICE OF THE
SECRETARY

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are three original counterparts of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Amended and Restated Equipment Lease Agreement dated as of December 22, 1993, is a secondary document. The primary document to which this is connected is recorded under Recordation No. 18468. The names and addresses of the parties to such document are as follows:

Southern Pacific Transportation Company
One Market Plaza, Room 666
San Francisco, CA 94105

AT&T Commercial Finance Corporation
44 Whippany Road
Morristown, NJ 07962-1983

The second document, Amended and Restated Lease Supplement No. 1 dated December 22, 1993, is a secondary document. The primary document to which this is connected is recorded under Recordation No. 18468-A. The names and addresses of the parties to such document are as follows:

Southern Pacific Transportation Company
One Market Plaza, Room 666
San Francisco, CA 94105

Handwritten signatures and initials on the left margin.

December 22, 1993
Page 2

AT&T Commercial Finance Corporation
44 Whippany Road
Morristown, NJ 07962-1983

The third document, Amended and Restated Lease Supplement No. 2 dated December 22, 1993, is a secondary document. The primary document to which this is connected is recorded under Recordation No. 18468-B. The names and addresses of the parties to such document are as follows:

Southern Pacific Transportation Company
One Market Plaza, Room 666
San Francisco, CA 94105

AT&T Commercial Finance Corporation
44 Whippany Road
Morristown, NJ 07962-1983

The equipment affected by the documents consists of one hundred seventy-seven 100-ton, turn trough coil steel flat cars described in the Amended and Restated Lease Supplement No. 1 to the Amended and Restated Equipment Lease and twenty-six 100-ton quadruple hopper cars designed for rotary or bottom dump service specifically described in the Amended and Restated Lease Supplement No. 2 to the Amended and Restated Equipment Lease Agreement.

A filing fee of \$54.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Amendment to and restatement of the Equipment Lease Agreement with Recordation No. 18468, dated as of December 22, 1993, and covering hopper and coil steel cars identified by the Lessee in the Lease Supplements.

Amendment to and restatement of Lease Supplement No. 1 with Recordation No. 18468-A, dated as of December 22, 1993 and covering coil steel cars identified by the Lessee in Schedule A thereto.

December 22, 1993
Page 3

Amendment to and restatement of Lease Supplement No. 2
with Recordation No. 18468-B dated December 22, 1993
and covering hopper cars identified by the Lessee in
Schedule A thereto.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Paul Moates", with a long horizontal line extending to the right from the end of the signature.

G. Paul Moates

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/22/93

OFFICE OF THE SECRETARY

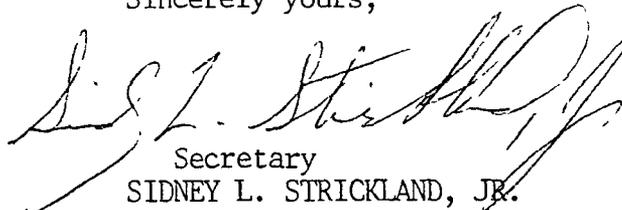
G. Paul Moates
Sidley & Austin
1722 Eye Street N.W.
Washington, D.C. 20006

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 12/22/93 at 3:30pm, and assigned
recordation number(s). 18468-D, 18468-E, 18468-F 18468-G & 18468-H

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 8468-14
FILED 1425

DEC 22 1993 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

AMENDED AND RESTATED LEASE SUPPLEMENT NO.

AMENDED AND RESTATED LEASE SUPPLEMENT No. 2, dated December 22, 1993 (this "Lease Supplement"), between AT&T Commercial Finance Corporation, a Delaware corporation ("Lessor"), and Southern Pacific Transportation Company, a Delaware corporation ("Lessee").

Lessor and Lessee have heretofore entered into that certain Amended and Restated Equipment Lease Agreement, dated as of December 22, 1993 (as amended and supplemented from time to time, the "Lease Agreement") relating to the lease of certain railcars by Lessor to Lessee. Capitalized terms used herein without definition shall have the respective meanings set forth in the Lease Agreement. The Lease Agreement provides for the execution and delivery from time to time of Lease Supplements for the purpose of leasing the Equipment under the Lease Agreement, as and when delivered in accordance with the terms thereof. This Lease Supplement hereby amends and restates Lease Supplement No. 2 dated as of November 12, 1993 entered into by the Lessor and the Lessee (as such Lease Supplement relates to the Items of Equipment covered hereby) pursuant to the Equipment Lease Agreement dated as of November 12, 1993 between the Lessor and the Lessee which was amended and restated by the Lease Agreement (as previously defined).

RECEIVED
OFFICE OF THE
SECRETARY
DEC 22 3 24 PM '93
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

1. This Lease Supplement relates to the Items of Equipment described below and the Lease Agreement is made a part hereof.

2. This Lease Supplement is being filed for recordation with the Interstate Commerce Commission.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee under the Lease Agreement and hereunder and Lessee hereby accepts and leases from Lessor under the Lease Agreement and hereunder twenty-six (26) aluminum/steel 100-ton quadruple hopper cars designed for rotary or bottom dump service manufactured by Johnstown America Corporation ("Seller") and identified on Schedule A hereto. Lessee acknowledges that Lessor has full right, title and interest of ownership in the Items of Equipment leased hereby, free and clear of any lien, claim, charge or other encumbrance created by Lessee or any Person claiming through Lessee other than the leasehold interest created in favor of Lessee pursuant to the Lease Agreement and hereunder.

2. The Commencement Date of the lease for the Items of Equipment leased hereby is November 12, 1993. The Initial Term for the Items of Equipment leased hereby shall commence on the Commencement Date and end on January 1, 2009.

3. Lessee shall pay to Lessor, in accordance with the terms of the Lease Agreement, as basic rent, Rental Payments with respect to the Initial Term of the lease for the Items of Equipment leased hereby in an amount set forth in Schedule B hereto on the Payment Dates set forth on Schedule B hereto.

4. Lessor's aggregate purchase price for all Items of Equipment leased hereby is \$1,274,544.96 and Lessor's purchase price for each Item of Equipment ("Per Item Purchase Price") is \$49,020.96 Lessee hereby represents and warrants to the Lessor that the aggregate purchase price and Per Item Purchase Price set forth above is the aggregate purchase price for the Items of Equipment and the purchase price for each Item of Equipment, respectively, payable by Lessee to Seller under the Purchase Documents and the manufacturer of the wheels attached to such Items of Equipment under the related Purchase Documents. For purposes of the Lease Agreement and this Lease Supplement, the Stipulated Loss Value of each Item of Equipment shall be determined by multiplying the Stipulated Loss Value Percentage (as specified in Schedule C hereto) applicable to the applicable Succeeding Payment Date or Next Succeeding Payment Date, as defined in Section 13 of the Lease Agreement (in the event of a Loss), or in which payments upon an Event of Default are required by Lessor to be made (in the event of an Event of Default), by the Per Item Purchase Price.

5. Lessee hereby confirms to Lessor that Lessee has accepted the Items of Equipment leased hereby for all purposes hereof and of the Lease Agreement as being in good working order and repair and without defect or inherent vice in title, condition, design, operation or fitness for use; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Equipment leased hereby against Seller (or the manufacturer of the wheels) or any subcontractor or supplier of Seller (or the manufacturer of the wheels), under the Purchase Documents or otherwise.

6. In the event that the financing of the Items of Equipment hereunder and/or any other Lease Supplement and under the Lease Agreement is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Lease Agreement and this Lease Supplement and all other

Fundamental Agreements, Lessee grants Lessor and its assigns and their successors a first priority security interest in the Items of Equipment identified herein and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement the Lease Agreement and/or this Lease Supplement (or copy thereof, where permitted by law) as Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

7. All of the terms and provisions of the Lease Agreement are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

8. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

9. This Lease Supplement shall be governed by the internal laws (as opposed to conflicts of laws provisions) laws of the State of New Jersey.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written.

AT&T COMMERCIAL FINANCE CORPORATION

By: _____
Name:
Title:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written.

AT&T COMMERCIAL FINANCE CORPORATION

By: Edward W. Andrews, Jr.
Name: Edward W. Andrews, Jr.
Title: President

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: _____
Name:
Title:

State of New Jersey)
)
County of Morris)

On this ____ day of December, 1993, before me personally appeared, Edward W. Andrews, Jr., to me personally known, who being by me duly sworn, says that (s)he is the President of AT&T COMMERCIAL FINANCE CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December __, 1993 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cynthia O. Ravel
Notary Public

[Notarial Seal]

CYNTHIA O. RAVEL
A Notary Public of New Jersey
My Commission Expires September 29, 1996 .

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written.

AT&T COMMERCIAL FINANCE CORPORATION

By: _____
Name:
Title:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

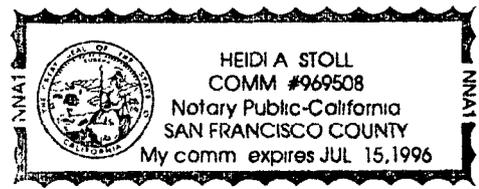
By: *R. C. Farber*
Name:
Title:

State of California)
)
County of San Francisco)

On December 22, 1993, before me, Heidi A. Stoll, Notary Public, personally appeared L. C. Yarberry, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Heidi A Stoll



SCHEDULE A

Equipment description: aluminum/steel 100-ton quadruple hopper cars designed for rotary or bottom dump service

Manufactured by: Johnstown America Corporation

Car Numbers

SP 600205 - SP 600230, inclusive.

**AMENDED AND RESTATED
LEASE SUPPLEMENT 2
Schedule B**

<u>Rental</u> <u>Payment Date</u>	<u>Rental</u>
1/3/94	\$16,645.28
4/1/94	30,572.97
7/1/94	30,572.97
10/1/94	30,572.97
1/1/95	30,572.97
4/1/95	30,572.97
7/1/95	30,572.97
10/1/95	30,572.97
1/1/96	30,572.97
4/1/96	30,572.97
7/1/96	30,572.97
10/1/96	30,572.97
1/1/97	30,572.97
4/1/97	30,572.97
7/1/97	30,572.97
10/1/97	30,572.97
1/1/98	30,572.97
4/1/98	30,572.97
7/1/98	30,572.97
10/1/98	30,572.97
1/1/99	30,572.97
4/1/99	30,572.97
7/1/99	30,572.97
10/1/99	30,572.97
1/1/00	30,572.97
4/1/00	30,572.97
7/1/00	30,572.97
10/1/00	30,572.97
1/1/01	30,572.97
4/1/01	30,572.97
7/1/01	30,572.97
10/1/01	30,572.97
1/1/02	30,572.97
4/1/02	30,572.97
7/1/02	30,572.97
10/1/02	30,572.97
1/1/03	30,572.97
4/1/03	30,572.97
7/1/03	30,572.97
10/1/03	30,572.97
1/1/04	30,572.97
4/1/04	30,572.97

Page 2
Supplement 2
Schedule B

<u>Rental</u> <u>Payment Date</u>	<u>Rental</u>
7/1/04	30,572.97
10/1/04	30,572.97
1/1/05	30,572.97
4/1/05	30,572.97
7/1/05	30,572.97
10/1/05	30,572.97
1/1/06	30,572.97
4/1/06	30,572.97
7/1/06	30,572.97
10/1/06	30,572.97
1/1/07	30,572.97
4/1/07	30,572.97
7/1/07	30,572.97
10/1/07	30,572.97
1/1/08	30,572.97
4/1/08	30,572.97
7/1/08	30,572.97
10/1/08	30,572.97
1/1/09	30,572.97

**Amended and Restated Lease Supplement 2
Schedule "C"**

<u>Lease Quarter with respect to which SLV is to be determinad</u>	<u>Stipulated Loss Value Percentage</u>	<u>Lease Quarter with respect to which SLV is to be determined</u>	<u>Stipulated Loss Value Percentage</u>
1	106.201911	31	95.775540
2	106.478269	32	94.938831
3	106.661437	33	94.072846
4	106.794116	34	93.185156
5	106.873947	35	92.290340
6	106.909007	36	91.369641
7	106.894875	37	90.414932
8	106.836066	38	89.437042
9	106.728057	39	88.442958
10	106.582989	40	87.426327
11	106.401560	41	86.391349
12	106.183603	42	85.333291
13	105.924726	43	84.268593
14	105.634034	44	83.184349
15	105.315877	45	82.080695
16	104.968287	46	80.952880
17	104.580479	47	79.817328
18	104.166282	48	78.661115
19	103.723339	49	77.484359
20	103.248145	50	76.282294
21	102.729016	51	75.071323
22	102.181378	52	73.838505
23	101.602943	53	72.583940
24	100.988102	54	71.302841
25	100.331134	55	70.011593
26	99.641409	56	68.697236
27	98.927518	57	67.359849
28	98.180853	58	65.994624
29	97.397014	59	64.617928
30	96.589335	60	63.207612