Southern Pacific Transportation Company

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RECORDATION NO. 11757-C FILED 1425
JUL 16 1991 -10 30 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11757-D FILED 1425
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INTERSTATE COMMERCE COMMISSION

July 11, 1991

RECORDATION NO. 11757-B FILED 1425
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INTERSTATE COMMERCE COMMISSION

1-197A000

RECORDATION NO. 11757-E FILED 1425
JUL 16 1991 -10 30 AM
INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Conditional Sale Agreement and Agreement and Assignment dated as of April 15, 1980, between each of Southern Pacific Transportation Company, CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.), Agent, General Motors Corporation (Electro-Motive Division), Builder, and ACF Industries, Incorporated, Builder

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, one set of documents, for each of the above-referenced Builders, consisting of an original and four fully executed counterparts of a First and a Second Supplement to Equipment Trust Agreement, each dated as of July 1, 1991, between Southern Pacific Transportation Company and CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.) amending the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of April 15, 1980, together with a voucher in payment of the recording fees.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of April 15, 1980, between each of Southern Pacific Transportation Company, General Motors Corporation (Electro-Motive Division) and ACF Industries, Incorporated, recorded on May 1, 1980, at 3:55 PM, assigned Recordation No. 11757; and

Agreement and Assignment dated as of April 15, 1980, between First Pennsylvania Bank, N.A., Agent, and each of General Motors Corporation (Electro-Motive Division) and ACF Industries, Incorporated, recorded on May 1, 1980, at 3:55 PM, assigned Recordation No. 11757-A.

In connection with the recording of the enclosed First and Second Supplemental Agreements and Assignments and Transfers, each dated as of July 1, 1991, 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 July 1, 1991, between Southern Pacific Transportation Company, and CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.), Agent.

General Description of Equipment Covered by First Supplemental Agreement

See Attachment A

General Description of Equipment Covered by Assignment and Transfer of Certain Road Equipment

See Attachment B

Second Supplemental Agreement dated as of July 1, 1991, between Southern Pacific Transportation Company, and CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.), Agent.

General Description of Equipment Covered by Second Supplemental Agreement

See Attachment C

General Description of Equipment Covered by Assignment and Transfer of Certain Road Equipment

See Attachment D

When the recording of the First and Second Supplemental Agreements and Assignments and Transfers have been completed,

will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,

Louis P. Warchot

Enclosures

cc: Mr. L. C. Yarberry
(Attn.: Mr. C. D. Tyler)

11257-C

RECORDATION NO. _____ FILED 1425

JUL 16 1991 -10 30 AM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF APRIL 15, 1980

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 1, 1991

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CORESTATES BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of July, 1991, by CORESTATES BANK, N.A. (formerly First Pennsylvania Bank, N.A.), 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 April 15, 1980, by and between General Motors Corporation (Electro-Motive Division), a corporation organized and existing under the laws of the State of Delaware (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 locomotives, 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 April 15, 1980 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, a certain locomotive, as described in Attachment A hereto and incorporated herein by reference, comprising said

Equipment (hereinafter called "Unsuitable Equipment") has become unsuitable for use by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Unsuitable 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 First Supplemental Agreement dated as of July 1, 1991 ("First Supplemental Agreement"); and

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 First Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable 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 Unsuitable 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 Unsuitable 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 Unsuitable Equipment, has caused these presents to be signed in its name and its corporate

seal to be hereunto affixed, duly attested, this 11th day of July, 1991.

CORESTATES BANK, N.A.

BY _____
Corporate Trust Officer

ATTEST:

_____
~~Assistant Secretary~~
ASSISTANT VICE PRESIDENT

Attachment A

Number of Units	Description
1	3,000 HP Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 8260.

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

On this 11th day of July, 1991, before me personally appeared CATHY WIEDECKE, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of CORESTATES 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.

Lynne N. Collins
Notary Public

NOTARIAL SEAL
LYNNE N. COLLINS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 4, 1994