

Southern Pacific Transportation Company

RECORDED IN 11757-C
FILED IN

JUL 16 1991 - 10 30 AM

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

RECORDED IN 11757-D
FILED IN

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VICE PRESIDENT AND GENERAL COUNSEL

JUL 16 1991 - 10 30 AM

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SENIOR GENERAL ATTORNEY

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WRITER'S DIRECT DIAL NUMBER

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RECORDED IN 11757-B
FILED IN

JUL 16 1991 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

1-197A000

JULY 11 1991
INTERSTATE COMMERCE COMMISSION

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WAYNE M. BOLIO
GENERAL ATTORNEYS

ROBERT E. PATTERSON
CECELIA C. FUSICH
ATTORNEYS

RECORDED IN 11757-E
FILED IN

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

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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,

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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)

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INTERSTATE COMMERCE COMMISSION

SECOND

SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of July 1, 1991, 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 CoreStates Bank, N.A. (formerly 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 510 Walnut Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the fifteenth day of April, 1980.

WITNESSETH

WHEREAS, ACF Industries, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of New Jersey (hereinafter called "Builder"), and Southern Pacific Transportation Company have entered into a Conditional Sale Agreement dated as of April 15, 1980 (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 hopper 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 April 15, 1980 (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 May 1, 1980, and assigned Recordation No. 11757; and

WHEREAS, certain hopper cars (hereinafter called "Unsuitable Equipment") comprising said Equipment have become unsuitable for use, 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 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 Unsuitable Equipment; 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 Replacement Equipment described in Attachment A, which is incorporated herein by reference.

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 Second 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 Second 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 Second Supplemental Agreement is dated for convenience as of July 1, 1991, 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
Second Supplemental Agreement to be duly executed as of the date
first above written.

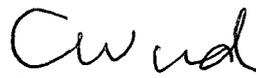
SOUTHERN PACIFIC TRANSPORTATION
COMPANY

BY 
Treasurer

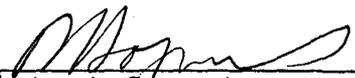
Attest:


Secretary

CORESTATES BANK, N.A., as Assignee

BY 
Corporate Trust Officer

Attest:


Assistant Secretary
ASSISTANT VICE PRESIDENT

XOA596

SUPPLEMENTED UNITS
CONDITTONAL SALE AGREEMENT 16 DATED APRIL

15 1980
7311016

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91/07/03

Agreement with ACF Ind.

BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	GRIP DATE RECONDITION
GENERAL MOTORS CORP. (EMD)	SP 007304	SP	3000 HP Dsl.Loco	6603	8006
GENERAL MOTORS CORP. (EMD)	SP 007317	SP	" " " "	6602	8008

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The above equipment is standard-gauge railroad equipment other than passenger cars and work equipment.

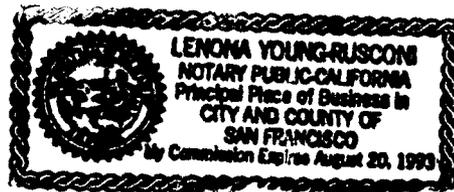
ATTACHMENT A

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

On this 1st day of July, 1991, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is 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.

Lenora Young-Rusconi

Notary Public



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

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 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.

Lynne N. Collins
Notary Public

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