Southern Pacific Transportation Company

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2-157A001

9654 AA, BB, CC, DD, EE, FF

9654-3

May 29, 1992

RECORDATION NO. 9654 FILED 1425
JUN 5 1992 - 9 50 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9654-3 FILED 1425
JUN 5 1992 - 9 50 AM
INTERSTATE COMMERCE COMMISSION

JUN 5 9 42 AM '92
MOTOR CARRIERS UNIT

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 August 1, 1978, between each of Southern Pacific Transportation Company, CoreStates Bank, N.A., Assignee, Greenville Steel Car Company, PACCAR Inc., Pullman Incorporated (Pullman Standard Division), and Thrall Car Manufacturing Company, Builders

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 Twelfth, Thirteenth, Fourteenth and Fifteenth Supplemental Agreement, and its respective Assignment and Transfer of Certain Road Equipment, each dated as of May 1, 1992, between Southern Pacific Transportation Company and CoreStates Bank, N.A. amending the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1978. The enclosed documents are secondary documents, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

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

Conditional Sale Agreement dated as of August 1, 1978, between each of Southern Pacific Transportation Company

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("SPTCo"), General Electric Company ("GECo"), GeneralMotors Corporation (Electro-Motive Division) ("GMC EMD"), Greenville Steel Car Company ("Greenville"), PACCAR Inc. ("PACCAR"), Portec, Inc. (Paragon Division) ("Portec"), Pullman Incorporated (Pullman Standard Division) ("Pullman"), and Thrall Car Manufacturing Company ("Thrall"), recorded on August 25, 1978 at 4:10 PM, assigned Recordation No. 9654;

Amendment Agreement dated as of October 10, 1978, between SPTCo, CoreStates Bank, N.A. ("CoreStates"), and Thrall, recorded on October 13, 1978, at 3:50 PM, assigned Recordation No. 9654-A;

Amendment Agreement dated as of January 1, 1979, between SPTCo, CoreStates, and Thrall, recorded on January 5, 1979, at 2:05 PM, assigned Recordation No. 9654-B;

Amendment Agreement dated as of October 15, 1979, between SPTCo, CoreStates, and PACCAR, recorded on November 5, 1979, at 11:05 AM, assigned Recordation No. 9654-C;

First Supplemental Agreement dated as of August 1, 1986, between SPTCo, CoreStates, and Greenville, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-D;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-E;

Second Supplemental Agreement dated as of August 1, 1986, between SPTCo, CoreStates, and Thrall, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-F;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-G;

Third Supplemental Agreement dated as of May 15, 1987,between SPTCo, CoreStates, and GECo, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-H;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-I;

Fourth Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates, and GMC EMD, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-J;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-K;

Fifth Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates, and Greenville, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-L;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-M;

Sixth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Greenville, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-N;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-O;

Seventh Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and PACCAR, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-P;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-Q;

Eighth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Pullman, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-R;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-S;

Ninth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Thrall, recorded onDecember 16, 1991, at 10:25 AM, assigned Recordation No. 9654-T;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-U;

Tenth Supplemental Agreement dated as of March 1, 1992, between SPTCo, CoreStates, and GMC EMD, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-V;

Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-W;

Eleventh Supplemental Agreement dated as of March 1, 1992, between SPTCo, CoreStates, and Greenville, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-X; and

Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-Y.

In connection with the recording of the Supplemental Agreements and Assignments and Transfers, each dated as of May 1, 1992, to the Conditional Sale Agreement dated as of August 1, 1978, the following information is set forth:

Name and Address of Agent - Assignee:

CoreStates Bank, N.A.
510 Walnut Street
Philadelphia, Pennsylvania 19106

Name and Address of Vendee:

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

A description of the railroad equipment covered by each Supplemental Agreement and Assignment and Transfer is set forth below:

Twelfth Supplemental Agreement:

See Attachment A attached thereto

Assignment and Transfer of Certain Road Equipment:

Number of Units	Description
6	70-ton Box Cars; Pullman Incorporated (Pullman Standard Division), builder; lettered SP and numbered 248134, 248138, 248149, 248162, 248190, and 248199.

Thirteenth Supplemental Agreement:

See Attachment A attached thereto

Assignment and Transfer of Certain Road Equipment:

Number of Units	Description
1	70-ton Box Car; FMC Corporation, builder; lettered SP and numbered 246414.
1	100-ton Box Car; PACCAR Inc., builder; lettered SP and numbered 690433.

Fourteenth Supplemental Agreement:

Number of Units	Description
1	70-ton Box Car; PACCAR Inc., builder; lettered SP and numbered 698465 (GRIP Date - July, 1980).

Assignment and Transfer of Certain Road Equipment:

Number of Units	Description
1	70-ton Box Car; Pullman, Incorporated (Pullman Standard Division), builder; lettered SP and numbered 248134.

Fifteenth Supplemental Agreement:

Number of Units	Description
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 7334 (GRIP Date - November, 1980).

Assignment and Transfer of Certain Road Equipment:

Number of Units	Description
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 6313.

Also enclosed is a check in the amount of $128 to cover the required recordation fees.

When the recording of the Supplemental Agreements and Assignments and Transfers have been completed, will you please endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned.

A short summary of the enclosed documents to appear in the Commission's index follows:

Twelfth Supplemental Agreement dated as of May 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering five box cars; and Assignment and

Transfer of Certain Road Equipment dated as of May 1, 1992, between SPT and CoreStates covering six box cars.

Thirteenth Supplemental Agreement dated as of May 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering two box cars; and Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, between SPT and CoreStates covering two box cars.

Fourteenth Supplemental Agreement dated as of May 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering a box car; and Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, between SPT and CoreStates covering a box car.

Fifteenth Supplemental Agreement dated as of May 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering a diesel locomotive; and Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, between SPT and CoreStates covering a diesel locomotive.

Very truly yours,

Lenona Young

Lenona Young
Legal Assistant

Enclosures

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RECORDATION NO 9654-EF
FILED
JUN 5 1992 -9 50 AM
INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF AUGUST 1, 1978

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 1, 1992

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CORESTATES BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of May, 1992, by CORESTATES BANK, N.A., a national banking association 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 August 1, 1978, by and between Pullman, Incorporated (Pullman Standard 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 flat cars, 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 August 1, 1978 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, a certain box car, more specifically described below, 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 Fourteenth Supplemental Agreement dated as of May 1, 1992 ("Fourteenth Supplemental Agreement"):

Number of Units	Description
1	70-Ton Box Car; Pullman, Incorporated (Pullman Standard Division), builder; lettered SP and numbered 248134

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 Fourteenth 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 20th day of May, 1992.

CORESTATES BANK, N.A.

BY _____
Corporate Trust Officer

ATTEST:

_____
Vice President

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

On this 20th day of May, 1992, 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 bank; that said instrument was signed and sealed on behalf of said bank 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 bank.

Lynne N. Collins
Notary Public

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